

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of:)

Applicant : FrancesYen-Potin, Blake Denison,)
Barbara Bour, Bernard Bihain, Jean)
Baptiste Dumas Milne Edwards, Aymeric)
Duclert, Lydie Bougueleret)

Appl. No. : 09/842,364)

Filed : April 25, 2001)

Title : APOLIPOPROTEIN A-IV-RELATED)
PROTEIN: POLYPEPTIDE,)
POLYNUCLEOTIDE SEQUENCES AND)
BIALLELIC MARKERS THEREOF)

Grp./A.U. : 1645

Examiner : Unassigned

Assistant Commissioner of Patents
Box Missing Parts
Washington, D.C. 20231**RECEIVED**

APR 17 2002

PETITION UNDER 37 CFR 1.47**OFFICE OF PETITIONS**

Sir:

In response to the Notice to File Missing Parts of Nonprovisional Application dated October 9, 2001, the Declarations for Utility or Design Patent Application executed by Blake Denison, Aymeric Duclert, Lydie Bougueleret and Jean Baptiste Dumas Milne Edwards are being filed concurrently with this Petition. As of this date, we have been unable to obtain the signatures of Frances Yen-Potin, Barbara Bour and Bernard Bihain on their Declarations.

Since Dr. Yen-Potin and Dr. Bour left the employ of Genset Corp. in February 2001, they have been somewhat uncooperative in signing any documents required for any application in which they are listed as inventors. Since leaving the employ of Genset

Corp., Dr. Yen-Potin and Dr. Bour have signed Declarations for other pending applications, but apparently have refused to sign any documents for not only this application and other applications. Documents for this application were sent to Dr. Yen-Potin and Dr. Bour on January 16, 2002 and February 12, 2002. (See the Declaration of Cindy McClure, attached.)

Since Dr. Bihain left the employ of Genset Corp. in February 2001, he has been uncooperative in signing any documents required for any application in which he is listed as an inventor. Documents for various applications have been sent to him since he left Genset Corp. at the end of February 2001.

On January 16, 2002, the Declarations, Powers of Attorney and Assignments with cover letters were mailed to Frances Yen-Potin, Barbara Bour and Bernard Bihain for their signatures. These packages included self-addressed, stamped envelopes to facilitate their return. They were addressed as follows:

- a) Frances Yen-Potin's was to her former work address of Valigen, Inc., 11180 Roselle Street, San Diego, California 92121;
- b) Barbara Bour's was to her home address of 11360 Dalby Place, San Diego, California 92126; and,
- c) Bernard Bihain's was to his home address of 2864 Vista Acedera, Carlsbad, California 92009.

As of this date, the U.S. Postal Service has returned none of these packages to us. Copies of our January 16, 2002 letters and enclosures are attached as Exhibits A, B, and C.

At the end of January-beginning of February, we were informed that Dr. Yen-Potin was no longer an employee of Valigen, Inc. Thus on February 11, 2002, a second

package was sent addressed to Frances Yen-Potin at her last known home address: 11705 Tondino Court, San Diego, California 92131. A copy of the cover letter is attached as Exhibit D. This package has not been returned.

On February 12, 2002, a second package was sent to Barbara Bour at her last known home address: 11360 Dalby Place, San Diego, California 92125. A copy of the cover letter is attached as Exhibit E. This package has not been returned.

On January 23, 2002, we were informed that Bernard Bihain had an address in France, and that we should send the documents to him at: 1, rue de Chapry, 35260, Cancale, France. Prior to January 23, 2002, Jonathan Burnham, who is the Vice President and General Counsel of Genset S.A., had spoken to Dr. Bihain who had indicated to Mr. Burnham that he would sign the documents if we sent them to him at the Cancale, France address.

On January 28 and January 30, 2002, the documents were sent to Helene Sarraseca, the Patent Administrator in our Paris headquarters for forwarding to Dr. Bihain at his Cancale, France address. The documents were again forwarded to our Paris Office on February 13, 2002 via e-mail, and she again forwarded them to Dr. Bihain on February 14, 2002.

Although Jonathan Burnham has spoken with Bernard Bihain twice, and Dr. Bihain promised to return the document, Dr. Bihain has not yet returned the executed Declaration, Power of Attorney or Assignment to Helene Sarraseca in our Paris office or to Cindy McClure in our San Diego office.

The Declaration of Cindy McClure pertaining to the preparation and mailing of the above Declarations and letters is enclosed as Exhibit F.

We have also enclosed a copy of the executed Employment Agreement signed by Bernard Bihain on August 10, 1998 and is attached as Exhibit G. A copy of a Memorandum dated July 30, 1999 regarding the Assignment of Inventions and signed by Bernard Bihain on September 11, 1999 is attached as Exhibit H.

Attached as Exhibit I is a copy of the Employment Agreement signed by Barbara Bour (Chicca) on August 16, 1999. Please note that Chicca is Dr. Bour's married name, but professionally she uses the name "Bour".

Attached as Exhibit J is a copy of the Employment Agreement signed by Frances Yen-Potin on July 8, 1998, along with the Employee Proprietary Information and Inventions Agreement signed March 28, 2001 and the Limited Exclusion Notification signed March 28, 2001

The undersigned hereby requests that the Commissioner for Patents grant our petition for the Serial Number and Filing date for this continuation application. If there should be any questions, or clarification is required, please do not hesitate to contact the undersigned at (858) 597-2610.

The Petition fee in the amount of \$130.00 as per 37 CFR 1.17(h) is enclosed.

Please charge any additional fees, or credit overpayment to Deposit Account No. 50-1181.

Respectfully submitted,

GENSET CORPORATION

Date: 4/9, 2002 By: John Lucas
John Lucas, Ph.D., J.D.
Reg. No. 43,373

10665 Sorrento Valley Road
San Diego, CA 92121-1609

Telephone: (868) 597-2610
Facsimile: (858) 597-2601
e-mail: john.lucas@genxy.com

Certificate of Mailing

Date of Deposit: April 9, 2002

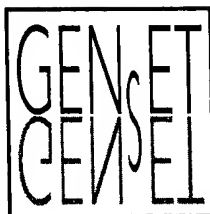
I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail, on the Date of Deposit shown above, postage prepaid and in an envelope addressed to the Assistant Commissioner for Patents, Box Missing Parts, Washington, D.C. 20231.

CH McClure
Signature
CH McClure
Typed or Printed Name of Person Signing Certificate

RECEIVED

APR 17 2002

OFFICE OF PETITIONS



G E N S E T

Direct: (858) 597-2612
E-Mail: cindy.mcclure@genxy.com

January 16, 2002

CONFIDENTIAL

Frances Yen-Potin, Ph.D.
Valigen
1180 Roselle Street
San Diego, CA 92121-1211

RE: U.S. Utility Patent Application
Serial No.: 09/942,364
Filed: April 25, 2001
Title: "APOLIPOPROTEIN A-IV-RELATED PROTEIN: POLYPEPTIDE, POLYNUCLEOTIDE
SEQUENCES AND BIALLELIC MARKERS THEREOF"
Our Ref.: 89.US4.CIP

RECEIVED

APR 17 2002

OFFICE OF PETITIONS

Dear Dr. Yen-Potin:

Enclosed please find the following documents requiring your signature for the above-identified U.S. patent application:


- 1) Power of Attorney or Authorization of Agent - this document will allow us to act on behalf of the inventors in prosecuting the application through the U.S. Patent and Trademark Office
- 2) Declaration for Utility or Design Patent Application (37 CFR 1.63) - this document is your claim of inventorship in this application
- 3) Assignment and our check in the amount of \$1.00 as per paragraph 3 - this document assigns the right, title and interest of this application to Genset S.A.

Please sign and date these documents where indicated, and return the executed Power of Attorney, Declaration and Assignment to me in the enclosed self-addressed, stamped envelope. Please sign these documents in **blue ink** and indicate the date of your signature in the space provided. If you decide that you are not willing to sign these documents, please sign and return the enclosed copy of this letter in the envelope provided.

A copy of this application, as filed, is enclosed.

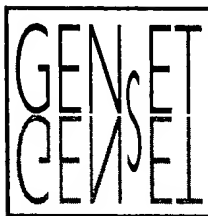
Your cooperation in this matter is greatly appreciated. Thank you very much for your time and assistance in this matter. If you should have any questions, please do not hesitate to contact me.

Sincerely,


(Mrs.) Cindy McClure
Patent Administrator

COPY

/cmm
Enclosures



G E N S E T

Direct: (858) 597-2612
E-Mail: cindy.mcclure@genxy.com

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COPY

Sincerely,

(Mrs.) Cindy McClure
Patent Administrator

/cmm
Enclosures

Date: _____, 2002

Signed: _____

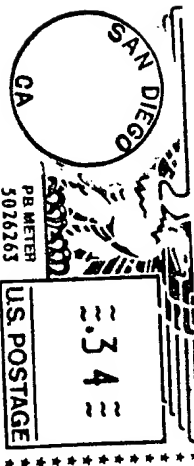
Frances Yen-Potin, Ph.D.



GENSET Corporation
10665 Sorrento Valley Road
San Diego, CA 92121 (USA)

CHANGE SERVICE REQUESTED

Cindy McClure
GENSET CORP.
10665 Sorrento Valley Road
San Diego, CA 92121-1609



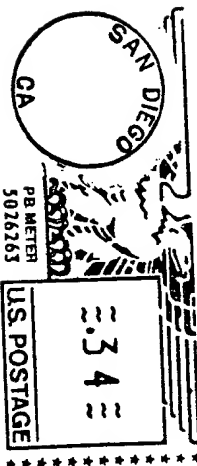
COPY



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10665 Sorrento Valley Road
San Diego, CA 92121 (USA)

CHANGE SERVICE REQUESTED

Cindy McClure
GENSET CORP.
10665 Sorrento Valley Road
San Diego, CA 92121-1609



COPY

ASSIGNMENT

WHEREAS, We,

- 1) **FRANCES YEN-POTIN,** a citizen of the United States of America,
residing at **11705 Tondino Court**
San Diego, CA 92131,
- 2) **BLAKE DENISON,** a citizen of the United States of America,
residing at **10972 West Ocean Air Drive; Apt. 390**
San Diego, CA 92130,
- 3) **JEAN-BAPTISTE DUMAS** a citizen of France,
MILNE-EDWARDS,
residing at **8, rue Gregoire de Tours**
75006 Paris, France,
- 4) **BERNARD BIHAIN,** a citizen of Belgium,
residing at **2864 Vista Acedera**
Carlsbad, CA 92009,
- 5) **BARBARA BOUR,** a citizen of the United States of America,
residing at **11360 Dalby Place**
San Diego, CA 92126
- 6) **AYMERIC DUCLERT,** a citizen of France,
residing at **6ter, rue Victorine**
94100 Saint-Maur, France,
- 7) **LYDIE BOUGUELERET,** a citizen of France,
residing at **22, Vieux Chemin d'Onex**
1213 Petit Lancy, Switzerland

are co-inventors of certain new and useful improvements in, APOLIPOPROTEIN A-IV-RELATED PROTEIN: POLYPEPTIDE, POLYNUCLEOTIDE SEQUENCES AND BIALLELIC MARKERS THEREOF; ; conceived of during the period of my employment with Genset Corporation, for which I have filed an application for Letters Patent in the United States:

Application Serial No.: 09/842,364
Filed: April 25, 2001

COPY

AND WHEREAS, GENSET, S.A. (hereinafter "ASSIGNEE"), a French Corporation, with its principal place of business at 24, rue Royale, 75008 Paris, France, desires to acquire the entire right, title, and interest in and to the said improvements and the said Application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said inventors, do hereby acknowledge that I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said application and all divisions and renewals thereof, and continuations to which my contribution to inventorship occurred of during the period of my employment with Genset Corporation, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that I will communicate to the said ASSIGNEE, successors, legal representatives and assigns, any facts known to us respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all said divisions and renewals, said continuations, and said reissues and extensions thereof, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

SIGNED this ____ day of _____ 2002.

FRANCES YEN-POTIN

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

COPY

SIGNED this ____ day of ____ 2002.

BLAKE DENISON

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

SIGNED this ____ day of ____ 2002.

JEAN-BAPTISTE DUMAS MILNE-EDWARDS

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

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Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

COPY

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BARBARA BOUR

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

SIGNED this ____ day of _____ 2002.

AYMERIC DUCLERT

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

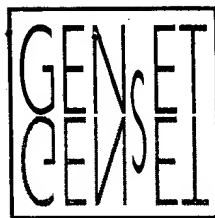
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LYDIE BOUGUELERET

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

COPY



G E N S E T

Direct: (858) 597-2612
E-Mail: cindy.mcclure@genxy.com

January 16, 2002

CONFIDENTIAL

Barbara Bour, Ph.D.
11360 Dalby Place
San Diego, CA 92126

RE: U.S. Utility Patent Application
Serial No.: 09/942,364
Filed: April 25, 2001
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Our Ref.: 89.US4.CIP

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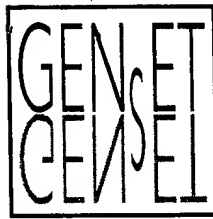
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(Mrs.) Cindy McClure
Patent Administrator

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/cmm
Enclosures



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Direct: (858) 597-2612
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January 16, 2002

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Date: _____, 2002

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Barbara Bour, Ph.D.

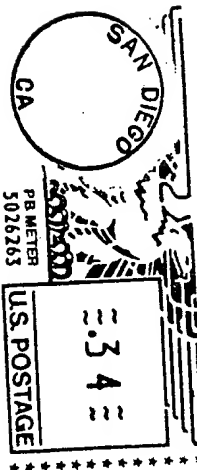
10665 SORRENTO VALLEY RD., SAN DIEGO, CA 92121 TEL. (858) 597-2600 FAX (858) 597-2601



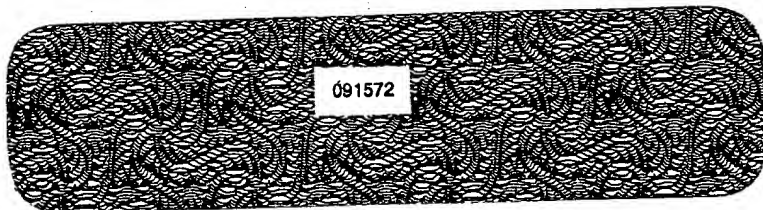
GENSET Corporation
10665 Sorrento Valley Road
San Diego, CA 92121 (USA)

CHANGE SERVICE REQUESTED

Cindy McClure
GENSET CORP.
10665 Sorrento Valley Road
San Diego, CA 92121-1609



COPY



3486

Genset Corporation

GENSET CORPORATION				3486											
Genset Corporation															
VENDOR I.D.		NAME		PAYMENT NUMBER		CHECK DATE									
BARBARA BOHR		Barbara Bohr		000000036926		MAR-2002									
OUR VOUCHER NUMBER		YOUR VOUCHER NUMBER		DATE		AMOUNT		AMOUNT PAID		DISCOUNT		WRITE-OFF		NET	
00000003975-		010802		1/8/2002		\$1.00		\$1.00		\$0.00		\$0.00		\$1.00	

COMMENT

3486



GENSET CORPORATION
10665 SORRENTO VALLEY ROAD
SAN DIEGO, CA 92121

BANK OF AMERICA
LA JOLLA MAIN BRANCH 0170
7680 GIRARD AVENUE
LA JOLLA, CA 92037
16-66/1220
DATE

PAY One Dollars And 00 Cents

TO THE
ORDER OF Barbara Bour

COPY

11/8/2000

DATE _____

AMOUNT

\$1.00

100 486 11 2200066 11 01705 099 9

ASSIGNMENT

WHEREAS, We,

- 1) **FRANCES YEN-POTIN,** a citizen of the United States of America,
residing at **11705 Tondino Court**
San Diego, CA 92131,
- 2) **BLAKE DENISON,** a citizen of the United States of America,
residing at **10972 West Ocean Air Drive; Apt. 390**
San Diego, CA 92130,
- 3) **JEAN-BAPTISTE DUMAS** a citizen of France,
MILNE-EDWARDS,
residing at **8, rue Gregoire de Tours**
75006 Paris, France,
- 4) **BERNARD BIHAIN,** a citizen of Belgium,
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Carlsbad, CA 92009,
- 5) **BARBARA BOUR,** a citizen of the United States of America,
residing at **11360 Dalby Place**
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- 6) **AYMERIC DUCLERT,** a citizen of France,
residing at **6ter, rue Victorine**
94100 Saint-Maur, France,
- 7) **LYDIE BOUGUELERET,** a citizen of France,
residing at **22, Vieux Chemin d'Onex**
1213 Petit Lancy, Switzerland

are co-inventors of certain new and useful improvements in, APOLIPOPROTEIN A-IV-RELATED PROTEIN: POLYPEPTIDE, POLYNUCLEOTIDE SEQUENCES AND BIALLELIC MARKERS THEREOF; ; conceived of during the period of my employment with Genset Corporation, for which I have filed an application for Letters Patent in the United States:

Application Serial No.: 09/842,364
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NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said inventors, do hereby acknowledge that I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said application and all divisions and renewals thereof, and continuations to which my contribution to inventorship occurred of during the period of my employment with Genset Corporation, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that I will communicate to the said ASSIGNEE, successors, legal representatives and assigns, any facts known to us respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all said divisions and renewals, said continuations, and said reissues and extensions thereof, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

SIGNED this ____ day of _____, 2002.

FRANCES YEN-POTIN

Witnessed by: Name: _____

Please Print or Type Name

Signature: _____

COPY

SIGNED this _____ day of _____, 2002.

BLAKE DENISON

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

SIGNED this _____ day of _____, 2002.

JEAN-BAPTISTE DUMAS MILNE-EDWARDS

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

SIGNED this _____ day of _____, 2002.

BERNARD BIHAIN

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

COPY

SIGNED this _____ day of _____ 2002

BARBARA BOUR

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

SIGNED this _____ day of _____ 2002.

AYMERIC DUCLERT

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

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LYDIE BOUGUELERET

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Signature: _____

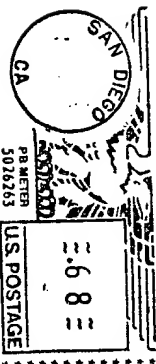
COPY

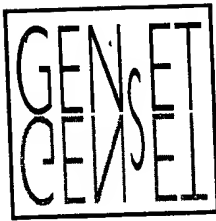
COPY



GENSET Corporation
10665 Sorrento Valley Road
San Diego, CA 92121-1609

Cindy McClure
GENSET CORP.





G E N S E T

Direct: (858) 597-2612
E-Mail: cindy.mcclure@genxy.com

January 16, 2002

CONFIDENTIAL

Bernard Bihain, Ph.D.
2864 Vista Acedera
Carlsbad, CA 92009

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Serial No.: 09/942,364
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A copy of this application, as filed, is enclosed.

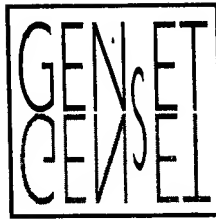
Your cooperation in this matter is greatly appreciated. Thank you very much for your time and assistance in this matter. If you should have any questions, please do not hesitate to contact me.

Sincerely,

(Mrs.) Cindy McClure
Patent Administrator

COPY

/cmm
Enclosures



G E N S E T

Direct: (858) 597-2612
E-Mail: cindy.mcclure@genxy.com

January 16, 2002

CONFIDENTIAL

Bernard Bihain, Ph.D.
2864 Vista Acedera
Carlsbad, CA 92009

RE: U.S. Utility Patent Application
Serial No.: 09/942,364
Filed: April 25, 2001
Title: "APOLIPOPROTEIN A-IV-RELATED PROTEIN: POLYPEPTIDE, POLYNUCLEOTIDE
SEQUENCES AND BIALLELIC MARKERS THEREOF"
Our Ref.: 89.US4.CIP

Dear Dr. Bihain:

Enclosed please find the following documents requiring your signature for the above-identified U.S. patent application:

- 1) Power of Attorney or Authorization of Agent - this document will allow us to act on behalf of the inventors in prosecuting the application through the U.S. Patent and Trademark Office
- 2) Declaration for Utility or Design Patent Application (37 CFR 1.63) - this document is your claim of inventorship in this application
- 3) Assignment and our check in the amount of \$1.00 as per paragraph 3 - this document assigns the right, title and interest of this application to Genset S.A.

Please sign and date these documents where indicated, and return the executed Power of Attorney, Declaration and Assignment to me in the enclosed self-addressed, stamped envelope. Please sign these documents in **blue ink** and indicate the date of your signature in the space provided. If you decide that you are not willing to sign these documents, please sign and return the enclosed copy of this letter in the envelope provided.

A copy of this application, as filed, is enclosed.

Your cooperation in this matter is greatly appreciated. Thank you very much for your time and assistance in this matter. If you should have any questions, please do not hesitate to contact me.

Sincerely,

(Mrs.) Cindy McClure
Patent Administrator

COPY

/cmm
Enclosures

Date: _____, 2002

Signed: _____

Bernard Bihain, Ph.D.

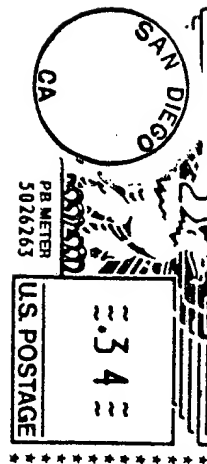
10665 SORRENTO VALLEY RD., SAN DIEGO, CA 92121 TEL. (858) 597-2600 FAX (858) 597-2601



GENSET Corporation
10665 Sorrento Valley Road
San Diego, CA 92121 (USA)

CHANGE SERVICE REQUESTED

Cindy McClure
GENSET CORP.
10665 Sorrento Valley Road
San Diego, CA 92121-1609



COPY

Please type a plus sign (+) inside this box → ☐

PTO/SB/81 (10-00)

Approved for use through 10/31/2002. OMB 0651-0035

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

POWER OF ATTORNEY OR AUTHORIZATION OF AGENT

Application Number	09/599,362
Filing Date	June 21, 2000
First Named Inventor	YEN-POTIN, et.al.
Group Art Unit	1645
Examiner Name	Unassigned
Attorney Docket Number	Genset.50CP2C/89.US4.CON

I hereby appoint:

☐ Practitioners at Customer Number

OR

☒ Practitioner(s) named below:

Place Customer
Number Bar Code
Label here

Name	Registration Number
John M. Lucas	43,373
Peter Follette	46,213
Lukas R. Voellmy	43,358
Deno Dialynas	P-50,711
Carol Johns	P-50,463

and the registrants of Knobbe, Martens, Olson & Bear, Customer No. 20,995
as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all
business in the United States Patent and Trademark Office connected therewith.

Please change the correspondence address for the above-identified application to:

☐ The above-mentioned Customer Number.

OR

☒ Firm or
Individual Name

Daniel Hart

Address Knobbe, Martens, Olson & Bear, LLP

Address 620 Newport Center Drive, 16th Floor

City Newport Beach State CA Zip 92660

Country USA

Telephone 949 / 760-0404

Fax

I am the:

☒ Applicant/Inventor.

☐ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).

SIGNATURE of Applicant or Assignee of Record

Name Bernard Bihain

Signature

Date

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

☐ *Total of _____ forms are submitted.

Burden Hour Statement: This form is estimated to take 3 minutes to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

COPY

**DECLARATION FOR UTILITY OR
DESIGN
PATENT APPLICATION
(37 CFR 1.63)**

☐ Declaration Submitted with Initial Filing
OR
☒ Declaration Submitted after Initial Filing (surcharge (37 CFR 1.16 (e)) required)

Attorney Docket Number	Genset.50CP2C/89.US4.CON
First Named Inventor	Frances YEN-POTIN, et al.
COMPLETE IF KNOWN	
Application Number	09 / 842,364
Filing Date	04/25/2001
Art Unit	1645
Examiner Name	Unassigned

As the below named inventor, I hereby declare that:

My residence, mailing address, and citizenship are as stated below next to my name.

I believe I am the original and first inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled:

APOLIPOPROTEIN A-IV-RELATED PROTEIN:
POLYPEPTIDE, POLYNUCLEOTIDE SEQUENCES AND
BIALLELIC MARKERS THEREOF

(Title of the Invention)

the specification of which

☐ is attached hereto

OR

☒ was filed on (MM/DD/YYYY)

04/25/2001

as United States Application Number or PCT International

Application Number 09/842,364

and was amended on (MM/DD/YYYY)

(if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) or (f), or 365(b) of any foreign application(s) for patent, inventor's or plant breeder's rights certificate(s), or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent, inventor's or plant breeder's rights certificate(s), or any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number(s)	Country	Foreign Filing Date (MM/DD/YYYY)	Priority Not Claimed	Certified Copy Attached?	
				YES	NO
PCT/IB99/02058	WIPO	12/20/1999	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ Additional foreign application numbers are listed on a supplemental priority data sheet PTO/SB/02B attached hereto:

[Page 1 of 2]

ASSIGNMENT

WHEREAS, We,

- 1) **FRANCES YEN-POTIN,** a citizen of the United States of America,
residing at **11705 Tondino Court**
San Diego, CA 92131,
- 2) **BLAKE DENISON,** a citizen of the United States of America,
residing at **10972 West Ocean Air Drive; Apt. 390**
San Diego, CA 92130,
- 3) **JEAN-BAPTISTE DUMAS** a citizen of France,
MILNE-EDWARDS,
residing at **8, rue Gregoire de Tours**
75006 Paris, France,
- 4) **BERNARD BIHAIN,** a citizen of Belgium,
residing at **2864 Vista Acedera**
Carlsbad, CA 92009,
- 5) **BARBARA BOUR,** a citizen of the United States of America,
residing at **11360 Dalby Place**
San Diego, CA 92126
- 6) **AYMERIC DUCLERT,** a citizen of France,
residing at **6ter, rue Victorine**
94100 Saint-Maur, France,
- 7) **LYDIE BOUGUELERET,** a citizen of France,
residing at **22, Vieux Chemin d'Onex**
1213 Petit Lancy, Switzerland

are co-inventors of certain new and useful improvements in, APOLIPOPROTEIN A-IV-RELATED PROTEIN: POLYPEPTIDE, POLYNUCLEOTIDE SEQUENCES AND BIALLELIC MARKERS THEREOF; ; conceived of during the period of my employment with Genset Corporation, for which I have filed an application for Letters Patent in the United States:

Application Serial No.: 09/842,364

Filed: April 25, 2001

COPY

AND WHEREAS, GENSET, S.A. (hereinafter "ASSIGNEE"), a French Corporation, with its principal place of business at 24, rue Royale, 75008 Paris, France, desires to acquire the entire right, title, and interest in and to the said improvements and the said Application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said inventors, do hereby acknowledge that I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said application and all divisions and renewals thereof, and continuations to which my contribution to inventorship occurred of during the period of my employment with Genset Corporation, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that I will communicate to the said ASSIGNEE, successors, legal representatives and assigns, any facts known to us respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all said divisions and renewals, said continuations, and said reissues and extensions thereof, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

SIGNED this ____ day of _____, 2002.

FRANCES YEN-POTIN

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

COPY

SIGNED this _____ day of _____, 2002.

BLAKE DENISON

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

SIGNED this _____ day of _____, 2002.

JEAN-BAPTISTE DUMAS MILNE-EDWARDS

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

SIGNED this _____ day of _____, 2002.

BERNARD BIHAIN

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

COPY

SIGNED this _____ day of _____ 2002

BARBARA BOUR

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

SIGNED this _____ day of _____ 2002.

AYMERIC DUCLERT

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

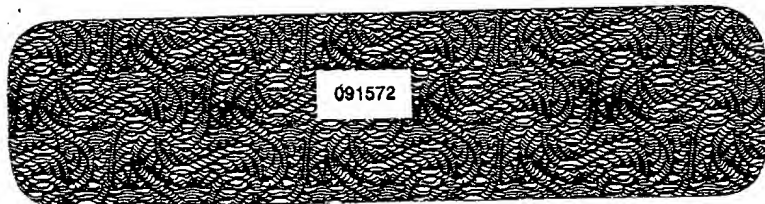
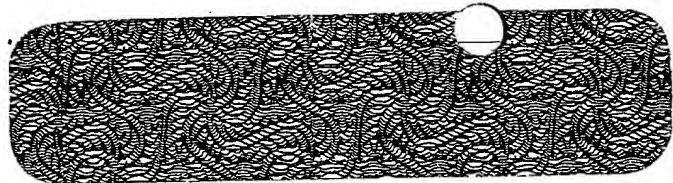
SIGNED this _____ day of _____ 2002.

LYDIE BOUGUELERET

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

COPY



3485

GENSET CORPORATION
Genset Corporation

3485

VENDOR I.D.		NAME	PAYMENT NUMBER	CHECK DATE			
OUR VOUCHER NUMBER	YOUR VOUCHER NUMBER	DATE	AMOUNT	AMOUNT PAID	DISCOUNT	WRITE-OFF	NET
000000003974	010802	1/8/2002	\$1.00	\$1.00	\$0.00	\$0.00	\$1.00
			\$1.00	\$1.00	\$0.00	\$0.00	\$1.00

COMMENT

3485



GENSET CORPORATION
10665 SORRENTO VALLEY ROAD
SAN DIEGO CA 92121

BANK OF AMERICA
LA JOLLA MAIN BRANCH 0170
7680 GIRARD AVENUE
LA JOLLA, CA 92037

16-66/1220
DATE

1/8/2002

AMOUNT

\$1.00

PAY One Dollars And 00 Cents

TO THE ORDER OF
Bernard E. Blhaine
238 Pacific View Lane
San Diego, CA 92124

COPY

James P. Taylor

0003485 1 12200066 1 01705 099191

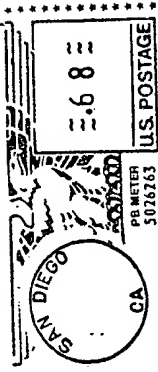
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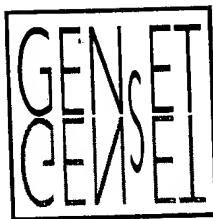
COPY



GENSET Corporation
10665 Sorrento Valley Road
San Diego, CA 92121-1609

Cindy McClure
GENSET CORP.
10665 Sorrento Valley Road
San Diego, CA 92121-1609





file
copy

G E N S E T

Direct: (858) 597-2612
E-Mail: cindy.mcclure@genxy.com

February 11, 2002

CONFIDENTIAL

Frances Yen-Potin, Ph.D.
11705 Tondino Ct
San Diego, CA 92131

RE: U.S. Utility Patent Application
Serial No.: 09/942,364
Filed: April 25, 2001
Title: "APOLIPOPROTEIN A-IV-RELATED PROTEIN: POLYPEPTIDE, POLYNUCLEOTIDE
SEQUENCES AND BIALLELIC MARKERS THEREOF"
Our Ref.: 89.US4.CIP

Dear Dr. Yen-Potin:

Enclosed please find the following documents requiring your signature for the above-identified U.S. patent application:

- 1) Power of Attorney or Authorization of Agent - this document will allow us to act on behalf of the inventors in prosecuting the application through the U.S. Patent and Trademark Office
- 2) Declaration for Utility or Design Patent Application (37 CFR 1.63) - this document is your claim of inventorship in this application
- 3) Assignment and our check in the amount of \$1.00 as per paragraph 3 - this document assigns the right, title and interest of this application to Genset S.A.

Please sign and date these documents where indicated, and return the executed Power of Attorney, Declaration and Assignment to me in the enclosed self-addressed, stamped envelope. Please sign these documents in **blue ink** and indicate the date of your signature in the space provided. If you decide that you are not willing to sign these documents, please sign and return the enclosed copy of this letter in the envelope provided.

A copy of this application, as filed, is enclosed.

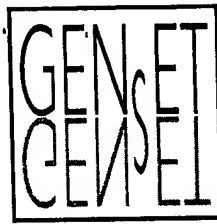
Your cooperation in this matter is greatly appreciated. Thank you very much for your time and assistance in this matter. If you should have any questions, please do not hesitate to contact me...

Sincerely,


(Mrs.) Cindy McClure
Patent Administrator

COPY

/cmm
Enclosures



G E N S E T

Direct: (858) 597-2612
E-Mail: cindy.mcclure@genxy.com

February 12, 2002

CONFIDENTIAL

Barbara Bour, Ph.D.
11360 Dalby Place
San Diego, CA 92126

RE: U.S. Utility Patent Application
Serial No.: 09/942,364
Filed: April 25, 2001
Title: "APOLIPOPROTEIN A-IV-RELATED PROTEIN: POLYPEPTIDE, POLYNUCLEOTIDE
SEQUENCES AND BIALLELIC MARKERS THEREOF"
Our Ref.: 89.US4.CIP

Dear Dr. Bour:

Enclosed please find the following documents requiring your signature for the above-identified U.S. patent application:

- 1) Power of Attorney or Authorization of Agent - this document will allow us to act on behalf of the inventors in prosecuting the application through the U.S. Patent and Trademark Office
- 2) Declaration for Utility or Design Patent Application (37 CFR 1.63) - this document is your claim of inventorship in this application

Please sign and date these documents where indicated, and return the executed Power of Attorney, Declaration and Assignment to me in the enclosed self-addressed, stamped envelope. Please sign these documents in **blue ink** and indicate the date of your signature in the space provided.

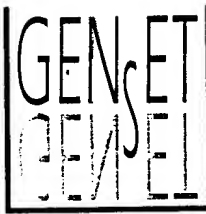
Your cooperation in this matter is greatly appreciated. Thank you very much for your time and assistance in this matter. If you should have any questions, please do not hesitate to contact me.

Sincerely,

(Mrs.) Cindy McClure
Patent Administrator

/cmm
Enclosures

COPY



G E N S E T

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of November 1, 1998, by and between GENSET CORPORATION, a California corporation (the "Company"), and Frances Yen, a United States Citizen (the "Employee").

RECITALS

A. The Employee wishes to enter into this Agreement with the Company as Director of Research and a Proprietary Information and Inventions Agreement in substantially the form attached hereto as Exhibit A (the "Confidentiality Agreement").

B. The Company believes it is in its best interest to enter into this Agreement and the Confidentiality Agreement.

NOW, THEREFORE, it is mutually agreed as follows:

1. Commencement Date. The term of this Agreement shall commence as of November 1, 1998 (the "Commencement Date").

2. Services.

2.1 Duties and Responsibilities. The Employee shall act as Director of Research of the Company. The Employee shall devote the Employee's full working time and attention to the business of the Company, except that the Employee may devote reasonable amounts of time to personal business and investment activities and to civic, charitable and community activities, provided that such activities do not interfere with the services required to be rendered to Company hereunder. The Employee will report directly to the Vice President, Functional Genomics ("VPFG"), or under certain circumstances, the Company's

Board of Directors. The Employee's primary responsibilities will be to conduct functional genomics research for the Company in the field of obesity and cardiovascular disease, or any other disease as the Company may decide.

2.2 Other Corporate Directorships. The Employee shall not serve as a director of any corporation without prior written approval of the Company.

2.3 Similar Business. The Employee shall not, directly or indirectly, during the term of this Agreement, render services for compensation to or for any person, firm, corporation, partnership or other entity which is engaged in a business similar to the Company's business, whether alone, as a partner or as an officer, director, employee, consultant or shareholder of any other corporation or as a trustee, fiduciary or other representative of any other entity.

3. Compensation.

3.1 Salary. For the faithful performance by the Employee of the Employee's obligations hereunder, the Company shall pay the Employee a base annual salary of \$ 75,000 to be paid in accordance with the Company's payroll practices (on a semi-monthly basis in arrears) commencing on the Commencement Date and continuing for the term of this Agreement, prorated for any partial compensation period. Such salary shall be subject to upward adjustment thereafter in accordance with the policies of the Company, as determined by its Board of Directors, in force from time to time.

3.2 Bonus. The Employee shall be eligible to participate in any cash or stock bonus plans established for the benefit of the Company's officers and employees.

3.3 Fringe Benefits. The Employee shall be entitled to all rights and benefits for which the Employee is eligible under the terms and conditions of the standard Company benefits and compensation practices which may be in effect from time to time and provided by the Company to its employees generally. The Employee shall be entitled to a minimum of two weeks paid vacation per year to be taken at such time as may be approved in advance by the Supervisor and such vacation time may be increased as determined by the Chief Executive Officer of the Company.

3.4 Stock Option Plan. Subject to the approval of Genset SA's Board of Directors, the Employee shall be entitled to participate in Genset SA's Stock Option Plan in the amount and subject to the term and conditions attached hereto as Exhibit B. The Employee shall be entitled to participate further in the Stock Option Plan or such other stock option plan from time to time as determined by the Genset SA Board of Directors or the Compensation Committee of the Genset SA Board of Directors.

3.5 Reimbursement of Expenses. The Company shall reimburse the employee for all reasonable travel, entertainment and other expenses consistent with standard Company practices incurred or paid by the Employee in connection with, or related to, the performance of Employee's duties, responsibilities or services under this Agreement, upon presentation by the Employee of documentation, expense statements, vouchers, and such other supporting information as the Company may request.

3.6 Relocation Allowance. The Company shall pay the Employee a Relocation Allowance of \$ 10,000 to cover the expenses incurred by the Employee in connection with her relocation in the United States. In addition, the Company will reimburse the Employee moving expenses up to \$ 6,000 upon presentation by the Employee of expenses statements.

4. Company's Authority. The Employee shall observe and comply with the rules and regulations of the Company respecting performance of the Employee's duties, and shall carry out and perform orders, directions and policies communicated to the Employee by the Company from time to time, either orally or in writing. Employee specifically understands that the Company shall have final authority over acceptance or refusal of any purchases or contracts made by Employee in conducting the business of the Company.


5. Employment Termination. The employment of the Employee by the Company pursuant to this Agreement shall terminate upon the occurrence of any of the following:

5.1. At the election of the Company, with cause, immediately upon written notice by the Company to the Employee. For the purposes of this Section 5.1, cause for termination shall be deemed to exist upon either (a) the conviction of the Employee of, or

IN WITNESS WHEREOF, Company and Employee have executed this Agreement as of the day and year first above written.

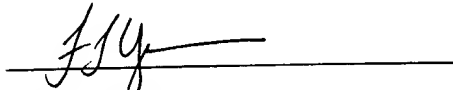
GENSET CORPORATION

a California Corporation

A handwritten signature in black ink, appearing to be 'P. Brandys', written over a horizontal line.

Pascal Brandys, Chairman and Chief Executive Officer

Date: 7 / 1 / 98

A handwritten signature in black ink, appearing to be 'F. Yen', written over a horizontal line.
Frances Yen

Date: July 8, 1998

the entry of a pleading of guilty or nolo contendere by the Employee to, any crime involving moral turpitude that may reasonably be expected to have an adverse impact on the Company's reputation or standing in the community or any felony, or (b) willful misconduct in connection with the Employee's duties, or willful failure to perform the Employee's responsibilities in the best interest of the Company (including, without limitation, material breach by the Employee of this Agreement, the Confidentiality Agreement or the policies of the Company's employee handbook), except in cases involving the mental or physical incapacity or disability of the Employee. "Willful misconduct" and "willful failure to perform" shall not include action or inaction on the part of the Employee which were taken or not taken in good faith by the Employee;

5.2 Upon the death or thirty (30) days after the disability of the Employee. As used in this Agreement, the term "disability" shall mean the inability of the Employee, due to a physical or mental disability, for a period of one hundred eighty (180) days, regardless of whether consecutive, during any 360-day period to perform the services contemplated under this Agreement. In the event of a dispute, a determination of disability shall be made by a physician selected by the Company and a physician selected by the Employee, and these two together shall select a third physician, whose determination as to disability shall be binding on all parties;

5.3 At the election of the Employee, without "Good Reason" (as defined below), upon not less than thirty (30) days prior written notice of termination; or

5.4 At the election of the Company, without cause, upon not less than seven (7) days prior written notice or at the election of the Employee, with "Good Reason," upon not less than thirty (30) days prior written notice of termination. "Good Reason" shall include and be limited to the occurrence of (A) a material breach of this Agreement by the Company, (B) a change in the reporting responsibilities of the Employee to someone other than the Supervisor, or (C) substantial diminution of the Employee's responsibilities as defined in this Agreement.

6. Effect of Termination

6.1 Termination with Cause or at the Election of the Employee with Good Reason. In the event the Employee's employment is terminated for cause pursuant to Section 5.1, or at the election of the Employee pursuant to Section 5.3, the Company shall pay to the Employee the compensation and benefits otherwise payable to the Employee under Section 3 through the last day of the Employee's actual employment by the Company.

6.2 Termination for Death or Disability. If the Employee's employment is terminated by death or because of disability pursuant to Section 5.2, the Company shall pay to the estate of the Employee or to the Employee, as the case may be, the compensation which would otherwise be payable to the Employee up to the end of the month in which the termination of Employee's employment because of death or disability occurs.

6.3 Termination by Company without Cause or by Employee with Good Reason. If the Employee's employment is terminated by the Company without cause or by the Employee with Good Reason pursuant to Section 5.4, subject to this Section 6.3, the Company shall pay to the Employee the base salary, bonus compensation and medical benefits which would otherwise be payable to the Employee during the thirty (30) days following the Employee's termination.

In the event that the Employee secures alternative employment, any amounts received therefrom shall serve to offset, dollar for dollar, the amounts paid by the Company pursuant to this Section 6.3.

7. Miscellaneous:

7.1 Remedies. The Employee's duties under the Confidentiality Agreement shall survive termination of the Employee's employment with the Company. The Employee acknowledges that a remedy at law for any breach or threatened breach by the Employee of the provisions of the Confidentiality Agreement would be inadequate and the Employee therefore agree that the Company may be entitled to injunctive relief in case of any such breach or threatened breach.

7.2 Assignment of Rights. The rights of Employee under this Agreement shall not be assignable, voluntarily or involuntarily, by operation of law or otherwise, without obtaining the prior written consent of the Company.

7.3 Binding Agreement. Subject to Section 7.2, this Agreement shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, assigns and successors in interest of the parties hereto.

7.4 Notices. All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed to either party at the addresses set forth immediately below their respective signatures or to such other address as either party shall furnish to the other in writing in accordance herewith. Notice and communication shall be effective when actually received by the addressee or, if earlier, three (3) business days after being sent by the notifying party.

7.5 Governance. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

7.6 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7.7 Prior Agreements. All prior employment agreements, understanding and obligations, whether written, oral, express or implied, are terminated as of the Commencement Date of this Agreement and are superseded by this Agreement. This Agreement, the Confidentiality Agreement and all Exhibits attached hereto and executed concurrently herewith, if applicable, set forth the entire understanding between the Company and the Employee; there are no terms, conditions, representations, warranties or covenants other than those contained herein and therein.

7.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

EXHIBIT B

Stock Option Plan for a total of 10,000 Ordinary Shares equivalent to 30,000 American Depositary Shares in four equal annual installments over four years. Detailed conditions to be determined by the Genset SA Board of Directors.

GENSET CORPORATION
EMPLOYEE PROPRIETARY INFORMATION
AND INVENTIONS AGREEMENT

In consideration of my employment or continued employment by **GENSET CORPORATION** (the "**Company**"), and the compensation now and hereafter paid to me, I hereby agree as follows:

1. NONDISCLOSURE

1.1 Recognition of Company's Rights; Nondisclosure. At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I will obtain Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at Company and/or incorporates any Proprietary Information. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns.

1.2 Proprietary Information. The term "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company. By way of illustration but not limitation, "Proprietary Information" includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "Inventions"); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information regarding the skills and compensation of other employees of the Company. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which is generally known in the trade or industry, which is not gained as result of a breach of this Agreement, and my own, skill, knowledge, know-how and experience to whatever extent and in whichever way I wish.

1.3 Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by an officer of the Company in writing.

1.4 No Improper Use of Information of Prior Employers and Others. During my employment by the Company I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

2. ASSIGNMENT OF INVENTIONS.

2.1 Proprietary Rights. The term “**Proprietary Rights**” shall mean all trade secret, patent, copyright, mask work and other intellectual property rights throughout the world.

2.2 Prior Inventions. Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on *Exhibit 1* (Previous Inventions) attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as “**Prior Inventions**”). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in *Exhibit 1* but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on *Exhibit 1* for such purpose. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company’s prior written consent.

2.3 Assignment of Inventions. Subject to Sections 2.4, and 2.6, I hereby assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company, or to a third party as directed by the Company, all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with the Company. Inventions assigned to the Company, or to a third party as directed by the Company, are hereinafter referred to as “**Company Inventions.**”

2.4 Nonassignable Inventions. This Agreement does not apply to an Invention which qualifies fully as a nonassignable Invention under Section 2870 of the California Labor Code (hereinafter "Section 2870"). I have reviewed the notification on *Exhibit 2* (Limited Exclusion Notification) and agree that my signature acknowledges receipt of the notification.

2.5 Obligation to Keep Company Informed. During the period of my employment and for six (6) months after termination of my employment with the Company, I will promptly disclose to the Company fully and in writing all Inventions of the Company authored, conceived or reduced to practice by me, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent applications related to any Inventions of the Company filed by me or on my behalf within a year after termination of employment. At the time of each such disclosure, I will advise the Company in writing of any Inventions that I believe fully qualify for protection under Section 2870; and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. The Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing to the Company pursuant to this Agreement relating to Inventions that qualify fully for protection under the provisions of Section 2870. I will preserve the confidentiality of any Invention that does not fully qualify for protection under Section 2870.

2.6 Government or Third Party. I also agree to assign all my right, title and interest in and to any particular Invention to a third party, including without limitation the United States, as directed by the Company.

2.7 Works for Hire. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101).

2.8 Enforcement of Proprietary Rights. I will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any

and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

3. **RECORDS.** I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Proprietary Information developed by me and all Inventions made by me during the period of my employment at the Company, which records shall be available to and remain the sole property of the Company at all times.

4. **ADDITIONAL ACTIVITIES.** I agree that during the period of my employment by the Company I will not, without the Company's express written consent, engage in any employment or business activity which is competitive with, or would otherwise conflict with, my employment by the Company. I agree further that for the period of my employment by the Company and for two (2) years after the date of termination of my employment by the Company I will not use any of the Company's Proprietary Information to (a) employ, hire or solicit any employee of the Company to leave the employ of the Company or (b) call on, solicit or take away, or attempt to call on, solicit or take away any past or current (as of the date of termination) customers or suppliers of the Company with respect to the same or similar business conducted by the Company as of the date of termination of my employment.

5. **NO CONFLICTING OBLIGATION.** I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

6. **RETURN OF COMPANY DOCUMENTS.** When I leave the employ of the Company, I will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination statement.

7. **LEGAL AND EQUITABLE REMEDIES.** Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

8. **NOTICES.** Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing.

9. **NOTIFICATION OF NEW EMPLOYER.** In the event that I leave the employ of the Company, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement.

10. GENERAL PROVISIONS.

10.1 **Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by and construed according to the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in San Diego County, California for any lawsuit filed there against me by Company arising from or related to this Agreement.

10.2 **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

10.3 **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

10.4 **Survival.** The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

10.5 **Employment.** I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.

10.6 **Waiver.** No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

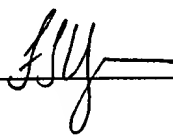
10.7 **Entire Agreement.** The obligations pursuant to Sections 1 and 2 of this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be

charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

This Agreement shall be effective as of the first day of my employment with the Company, namely: October 31, 1998.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT 1 TO THIS AGREEMENT.

Dated: 03/28/01


Signature

FRANCES T. YEN POTIN
(Printed Name)

ACCEPTED AND AGREED TO:

GENSET CORPORATION

By: Shirley Reed

Title: Human Resources Manager

875 Prospect Street, Suite 206
La Jolla, CA 92037

EXHIBIT 1

TO: Genset Corporation

FROM: FRANCES T. YEN

DATE: 03/28/01

SUBJECT: Previous Inventions

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my employment by Genset Corporation (the "Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

☒ No inventions or improvements.

☐ See below:

☐ Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

	Invention or Improvement	Party(ies)	Relationship
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

☐ Additional sheets attached.

EXHIBIT 2

LIMITED EXCLUSION NOTIFICATION

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and the Company does not require you to assign or offer to assign to the Company any invention that you developed entirely on your own time without using the Company's equipment, supplies, facilities or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company;

(2) Result from any work performed by you for the Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between the Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

I ACKNOWLEDGE RECEIPT of a copy of this notification.

By: _____

FRANCES T. YEN POTIN
(Printed Name of Employee)

Date: _____

03/28/01

WITNESSED BY:

Sheila Reed
(Signature of Representative)

Sheila Reed
(Printed Name of Representative)

Dated: 3/28/01



M E M O R A N D U M

To: Yelena Batiyenko Jay Lichter From: Pascal Brandys
Bernard Bihain Theresa Macaranas President, Genset Corporation
Reyna Bisa Jennifer Nartker
David Bradfute Rod Norman CC: Jonathan Burnham
Heather Callahan Jackie Piazzola Sylvie Goujon
Tom Chu Aaron Scalia Cecile Tharaud
Carolyn Curtis Nik Schork
Blake Denison Bob Seay Date: July 30, 1999
Mary Ruth Erickson Bo Skierczynski
Joachim Fruebis Deborah Smeltzer Re: Assignment of Inventions
Rohit Gupta Geoffrey Tomlinson
Chris Hinkel Michael Torre
Carol Ignacio Yong-Min Yang
Audrey Keane Frances Yen
Leo Lee Rad Zlatanov
Darryl Leon

As you know, when you first joined Genset Corporation (the "Company"), you signed a proprietary information and inventions agreement or employee agreement, which requires you to assign any and all inventions, and all related proprietary rights, to the Company or its designee. I would like to inform you that, effective immediately, the Company has designated Genset S.A. as the assignee of any such inventions and all related proprietary rights. This obligation to assign arises at the time the invention is made. The designation of Genset S.A. as the assignee shall remain in force until the Company names another designee.

Please acknowledge your receipt of this notice by signing and dating the attached copy of this notice in the space provided below and returning the copy to Judy Rosen. If you have any questions, please feel free to contact David Bradfute at extension 3015. Thank you for your cooperation.

Acknowledged:

Bihain

Print Name

[Signature]

Sign Name

9/11/99

Date

COPY

V.C.

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of August 16, 1999 by and between GENSET CORPORATION, a California corporation (the "Company"), and Barbara Chicca, Ph.D., a United States Citizen (the "Employee").

RECITALS

A. The Employee wishes to enter into this Agreement with the Company as the Company's Scientist, Cell Biology and (b) a Proprietary Information and Inventions Agreement in substantially the form attached hereto as Exhibit A (the "Confidentiality Agreement").

B. The Company believes it is in its best interest to enter into this Agreement and the Confidentiality Agreement.

NOW, THEREFORE, it is mutually agreed as follows:

1. Commencement Date. The term of this Agreement shall commence as of August 16, 1999 (the "Commencement Date").

2. Services.

2.1 Duties and Responsibilities. The Employee shall act as Scientist, Cell Biology of the Company. The Employee shall devote the Employee's full working time and attention to the business of the Company, except that the Employee may devote reasonable amounts of time to personal business and investment activities and to civic, charitable and community activities, provided that such activities do not interfere with the services required to be rendered to Company hereunder. The Employee will report directly to the Company's Director, Cell Biology (the "Supervisor") or under certain circumstances the Vice President, Physiological Genomics. The Employee's primary responsibilities will be to set up and perform experiments to characterize the pattern of expression of newly identified genes.

2.2 Other Corporate Directorships. The Employee shall not serve as a director of any corporation without prior written approval of the Company.

2.3 Similar Business. The Employee shall not, directly or indirectly, during the term of this Agreement, render services for compensation to or for any person, firm, corporation, partnership or other entity which is engaged in a business similar to the Company's business, whether alone, as a partner or as an officer, director, employee, consultant or shareholder of any other corporation or as a trustee, fiduciary or other representative of any other entity.

3. Compensation.

3.1 Salary. For the faithful performance by the Employee of the Employee's obligations hereunder, the Company shall pay the Employee a monthly salary of \$3,167.00 in accordance with the Company's payroll practices (on a semi-monthly basis in arrears) commencing on the Commencement Date and continuing for the term of this Agreement, prorated for any partial compensation period. Such salary shall be subject to upward adjustment thereafter in accordance with the policies of the Company, as determined by its Board of Directors, in force from time to time.

3.2 Bonus. The Employee shall be eligible to participate in any cash or stock bonus plans established for the benefit of the Company's officers and employees.

3.3 Fringe Benefits. The Employee shall be entitled to all rights and benefits for which the Employee is eligible under the terms and conditions of the standard Company benefits and compensation practices which may be in effect from time to time and provided by the Company to its employees generally. The Employee shall be entitled to a minimum of two weeks paid vacation per year to be taken at such time as may be approved in advance by the Supervisor and such vacation time may be increased as determined by the Chief Executive Officer of the Company.

3.4. Stock Option Plan. Subject to the approval of Genset SA's Board of Directors, the Employee shall be entitled to participate in Genset SA's Stock Option Plan in the amount and subject to the term and conditions attached hereto as Exhibit B. The Employee shall be entitled to participate further in the Stock Option Plan or such other stock option plan from time to time as determined by the Genset SA Board of Directors or the Compensation Committee of the Genset SA Board of Directors.

3.5 Reimbursement of Expenses. The Company shall reimburse the employee for all reasonable travel, entertainment and other expenses consistent with standard Company practices incurred or paid by the Employee in connection with, or related to, the performance of Employee's duties, responsibilities or services under this Agreement, upon presentation by the Employee of documentation, expense statements, vouchers, and such other supporting information as the Company may request.

4. Company's Authority. The Employee shall observe and comply with the rules and regulations of the Company respecting performance of the Employee's duties, and shall carry out and perform orders, directions and policies communicated to the Employee by the Company from time to time, either orally or in writing. Employee specifically understands that the Company shall have final authority over acceptance or refusal of any purchases or contracts made by Employee in conducting the business of the Company.

5. Employment Termination. The employment of the Employee by the Company pursuant to this Agreement shall terminate upon the occurrence of any of the following:

5.1. At the election of the Company, with cause, immediately upon written notice by the Company to the Employee. For the purposes of this Section 5.1, cause for termination shall be deemed to exist upon either (a) the conviction of the Employee of, or the entry of a pleading of guilty or nolo contendere by the Employee to, any crime involving moral turpitude that may reasonably be expected to have an adverse impact on the Company's reputation or standing in the

community or any felony, or (b) willful misconduct in connection with the Employee's duties, or willful failure to perform the Employee's responsibilities in the best interest of the Company (including, without limitation, material breach by the Employee of this Agreement, the Confidentiality Agreement or the policies of the Company's employee handbook), except in cases involving the mental or physical incapacity or disability of the Employee. "Willful misconduct" and "willful failure to perform" shall not include action or inaction on the part of the Employee which were taken or not taken in good faith by the Employee;

5.2 Upon the death or thirty (30) days after the disability of the Employee. As used in this Agreement, the term "disability" shall mean the inability of the Employee, due to a physical or mental disability, for a period of one hundred eighty (180) days, regardless of whether consecutive, during any 360-day period to perform the services contemplated under this Agreement. In the event of a dispute, a determination of disability shall be made by a physician selected by the Company and a physician selected by the Employee, and these two together shall select a third physician, whose determination as to disability shall be binding on all parties;

5.3 At the election of the Employee, without "Good Reason" (as defined below), upon not less than thirty (30) days prior written notice of termination; or

5.4 At the election of the Company, without cause, upon not less than seven (7) days prior written notice or at the election of the Employee, with "Good Reason," upon not less than thirty (30) days prior written notice of termination. "Good Reason" shall include and be limited to the occurrence of (A) a material breach of this Agreement by the Company, (B) a change in the reporting responsibilities of the Employee to someone other than the Supervisor, or (C) substantial diminution of the Employee's responsibilities as defined in this Agreement.

6. Effect of Termination

6.1 Termination with Cause or at the Election of the Employee with Good Reason. In the event the Employee's employment is terminated for cause pursuant to Section 5.1, or at the election of the Employee pursuant to Section 5.3, the Company shall pay to the Employee the compensation and benefits otherwise payable

to the Employee under Section 3 through the last day of the Employee's actual employment by the Company.

6.2 Termination for Death or Disability. If the Employee's employment is terminated by death or because of disability pursuant to Section 5.2, the Company shall pay to the estate of the Employee or to the Employee, as the case may be, the compensation which would otherwise be payable to the Employee up to the end of the month in which the termination of Employee's employment because of death or disability occurs.

6.3 Termination by Company without Cause or by Employee with Good Reason. If the Employee's employment is terminated by the Company without cause or by the Employee with Good Reason pursuant to Section 5.4, subject to this Section 6.3, the Company shall pay to the Employee the base salary, bonus compensation and medical benefits which would otherwise be payable to the Employee during the thirty (30) days following the Employee's termination.

In the event that the Employee secures alternative employment, any amounts received therefrom shall serve to offset, dollar for dollar, the amounts paid by the Company pursuant to this Section 6.3.

7. Miscellaneous:

7.1 Remedies. The Employee's duties under the Confidentiality Agreement shall survive termination of the Employee's employment with the Company. The Employee acknowledges that a remedy at law for any breach or threatened breach by the Employee of the provisions of the Confidentiality Agreement would be inadequate and the Employee therefore agree that the Company may be entitled to injunctive relief in case of any such breach or threatened breach.

7.2 Assignment of Rights. The rights of Employee under this Agreement shall not be assignable, voluntarily or involuntarily, by operation of law or otherwise, without obtaining the prior written consent of the Company.

7.3 Binding Agreement. Subject to Section 7.2, this Agreement shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, assigns and successors in interest of the parties hereto.

7.4 Notices. All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed to either party at the addresses set forth immediately below their respective signatures or to such other address as either party shall furnish to the other in writing in accordance herewith. Notice and communication shall be effective when actually received by the addressee or, if earlier, three (3) business days after being sent by the notifying party.

7.5 Governance. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

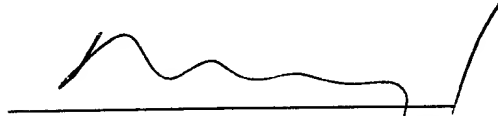
7.6 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7.7 Prior Agreements. All prior employment agreements, understanding and obligations, whether written, oral, express or implied, are terminated as of the Commencement Date of this Agreement and are superseded by this Agreement. This Agreement, the Confidentiality Agreement and all Exhibits attached hereto and executed concurrently herewith, if applicable, set forth the entire understanding between the Company and the Employee; there are no terms, conditions, representations, warranties or covenants other than those contained herein and therein.

7.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, Company and Employee have executed
this Agreement as of the day and year first above written.

GENSET CORPORATION
a California Corporation



Pascal Brandys, Chairman and Chief Executive Officer

Date: 8/16/99



Barbara Chicca, Ph.D.

Date: 8/16/99

EXHIBIT B

Stock Option Grant for a total of 500 Ordinary Shares,
equivalent to 1,500 American Depositary Shares, in four
equal annual installments over four years. Detailed conditions
to be determined by the Genset SA Board of Directors.

Barbara Chicca
Barbara Chicca, Ph.D.

GENSET CORPORATION
EMPLOYEE PROPRIETARY INFORMATION
AND INVENTIONS AGREEMENT

In consideration of my employment or continued employment by **GENSET CORPORATION** (the "**Company**"), and the compensation now and hereafter paid to me, I hereby agree as follows:

1. NONDISCLOSURE

1.1 Recognition of Company's Rights; Nondisclosure. At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I will obtain Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at Company and/or incorporates any Proprietary Information. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns.

1.2 Proprietary Information. The term "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company. By way of illustration but not limitation, "Proprietary Information" includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "Inventions"); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information regarding the skills and compensation of other employees of the Company. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which is generally known in the trade or industry, which is not gained as result of a breach of this Agreement, and my own, skill, knowledge, know-how and experience to whatever extent and in whichever way I wish.

1.3 Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by an officer of the Company in writing.

1.4 No Improper Use of Information of Prior Employers and Others. During my employment by the Company I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

2. ASSIGNMENT OF INVENTIONS.

2.1 Proprietary Rights. The term “**Proprietary Rights**” shall mean all trade secret, patent, copyright, mask work and other intellectual property rights throughout the world.

2.2 Prior Inventions. Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on *Exhibit 1* (Previous Inventions) attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as “**Prior Inventions**”). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in *Exhibit 1* but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on *Exhibit 1* for such purpose. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company’s prior written consent.

2.3 Assignment of Inventions. Subject to Sections 2.4, and 2.6, I hereby assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company, or to a third party as directed by the Company, all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with the Company. Inventions assigned to the Company, or to a third party as directed by the Company, are hereinafter referred to as “**Company Inventions.**”

2.4 Nonassignable Inventions. This Agreement does not apply to an Invention which qualifies fully as a nonassignable Invention under Section 2870 of the California Labor Code (hereinafter "Section 2870"). I have reviewed the notification on *Exhibit 2* (Limited Exclusion Notification) and agree that my signature acknowledges receipt of the notification.

2.5 Obligation to Keep Company Informed. During the period of my employment and for six (6) months after termination of my employment with the Company, I will promptly disclose to the Company fully and in writing all Inventions of the Company authored, conceived or reduced to practice by me, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent applications related to any Inventions of the Company filed by me or on my behalf within a year after termination of employment. At the time of each such disclosure, I will advise the Company in writing of any Inventions that I believe fully qualify for protection under Section 2870; and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. The Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing to the Company pursuant to this Agreement relating to Inventions that qualify fully for protection under the provisions of Section 2870. I will preserve the confidentiality of any Invention that does not fully qualify for protection under Section 2870.

2.6 Government or Third Party. I also agree to assign all my right, title and interest in and to any particular Invention to a third party, including without limitation the United States, as directed by the Company.

2.7 Works for Hire. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101).

2.8 Enforcement of Proprietary Rights. I will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and

all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

3. **RECORDS.** I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Proprietary Information developed by me and all Inventions made by me during the period of my employment at the Company, which records shall be available to and remain the sole property of the Company at all times.

4. **ADDITIONAL ACTIVITIES.** I agree that during the period of my employment by the Company I will not, without the Company's express written consent, engage in any employment or business activity which is competitive with, or would otherwise conflict with, my employment by the Company. I agree further that for the period of my employment by the Company and for two (2) years after the date of termination of my employment by the Company I will not use any of the Company's Proprietary Information to (a) employ, hire or solicit any employee of the Company to leave the employ of the Company or (b) call on, solicit or take away, or attempt to call on, solicit or take away any past or current (as of the date of termination) customers or suppliers of the Company with respect to the same or similar business conducted by the Company as of the date of termination of my employment.

5. **NO CONFLICTING OBLIGATION.** I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

6. **RETURN OF COMPANY DOCUMENTS.** When I leave the employ of the Company, I will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination statement.

7. **LEGAL AND EQUITABLE REMEDIES.** Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

8. **NOTICES.** Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing.

9. **NOTIFICATION OF NEW EMPLOYER.** In the event that I leave the employ of the Company, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement.

10. GENERAL PROVISIONS.

10.1 **Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by and construed according to the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in San Diego County, California for any lawsuit filed there against me by Company arising from or related to this Agreement.

10.2 **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

10.3 **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

10.4 **Survival.** The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

10.5 **Employment.** I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.

10.6 **Waiver.** No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

10.7 **Entire Agreement.** The obligations pursuant to Sections 1 and 2 of this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be

charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

This Agreement shall be effective as of the first day of my employment with the Company, namely: AUGUST 16, 1999.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT 1 TO THIS AGREEMENT.

Dated: 8/16/99

Barbara Chucca
Signature

BARBARA CHUCCA
(Printed Name)

ACCEPTED AND AGREED TO:

GENSET CORPORATION

By: [Signature]

Title: Chairman and CEO

875 Prospect Street, Suite 206
La Jolla, CA 92037

EXHIBIT 1

TO: **Genset Corporation**

FROM: BARBARA CHICA

DATE: 8/16/99

SUBJECT: **Previous Inventions**

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my employment by Genset Corporation (the "Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

☒ No inventions or improvements.

☐ See below:

☐ Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

	Invention or Improvement	Party(ies)	Relationship
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

☐ Additional sheets attached.

EXHIBIT 2

LIMITED EXCLUSION NOTIFICATION

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and the Company does not require you to assign or offer to assign to the Company any invention that you developed entirely on your own time without using the Company's equipment, supplies, facilities or trade secret information except for those inventions that either:

- (1) Relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company;
- (2) Result from any work performed by you for the Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between the Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

I ACKNOWLEDGE RECEIPT of a copy of this notification.

By: Barbara Chicca

BARBARA CHICCA
(Printed Name of Employee)

Date: 8/16/99

WITNESSED BY:

Judith A. Rosen
(Signature of Representative)

JUDITH A. ROSEN
(Printed Name of Representative)

Dated: 8/16/99

EXHIBIT 3
DESIGNATION OF GENSET SA AS ASSIGNEE
OF ALL INVENTIONS

This is to notify you that in accordance with paragraph 2.3 of the attached proprietary information and inventions agreement, the Company has designated Genset S.A. as the assignee of all inventions, and all related proprietary rights. This obligation to assign arises at the time the invention is made. The designation of Genset S.A. as the assignee shall remain in force until the Company names another designee.

I acknowledge receipt of a copy of this notification:

BARBARA CHICCA

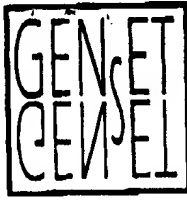
Print Name

Barbara Chicca

Sign Name

8/16/99

Date



B.B.

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of October 1, 1998, by and between GENSET CORPORATION, a California corporation (the "Company"), and Bernard Bihain, a Belgium Citizen (the "Employee").

RECITALS

A. The Employee wishes to enter into this Agreement with the Company as the Company's Vice President, Functional Genomics and a Proprietary Information and Inventions Agreement in substantially the form attached hereto as Exhibit A (the "Confidentiality Agreement").

B. The Company believes it is in its best interest to enter into this Agreement and the Confidentiality Agreement.

NOW, THEREFORE, it is mutually agreed as follows:

1. Commencement Date. The term of this Agreement shall commence as of October 1, 1998 (the "Commencement Date").

2. Services.

2.1 Duties and Responsibilities. The Employee shall act as Vice President, Functional Genomics ("VPFG") of the Company and its French affiliate Genset SA. The Employee shall devote the Employee's full working time and attention to the business of the Company, except that the Employee may devote reasonable amounts of time to personal business and investment activities and to civic, charitable and community activities, provided that such activities do not interfere with the services required to be

rendered to Company hereunder. The Employee will report directly to the Chief Executive Officer ("CEO") on all business matters and to the Chief Biology Officer ("CBO") on all research matters, or under certain circumstances, the Company's Board of Directors. The Employee's primary responsibilities will be to manage a functional genomics research program in the field of obesity and cardiovascular disease or any other disease as the Company may decide. In addition, the VPFG will participate to the elaboration of the research strategy of the Company and manage a research team.

2.2 Other Corporate Directorships. The Employee shall not serve as a director of any corporation without prior written approval of the Company.

2.3 Similar Business. The Employee shall not, directly or indirectly, during the term of this Agreement, render services for compensation to or for any person, firm, corporation, partnership or other entity which is engaged in a business similar to the Company's business, whether alone, as a partner or as an officer, director, employee, consultant or shareholder of any other corporation or as a trustee, fiduciary or other representative of any other entity.

3. Compensation.

3.1 Salary. For the faithful performance by the Employee of the Employee's obligations hereunder, the Company shall pay the Employee a base annual salary of \$140,000 to be paid in accordance with the Company's payroll practices (on a semi-monthly basis in arrears) commencing on the Commencement Date and continuing for the term of this Agreement, prorated for any partial compensation period. Such salary shall be subject to upward adjustment thereafter in accordance with the policies of the Company, as determined by its Board of Directors, in force from time to time.

3.2 Bonus. The Employee shall be eligible to participate in any cash or stock bonus plans established for the benefit of the Company's officers and employees.

3.3 Fringe Benefits. The Employee shall be entitled to all rights and benefits for which the Employee is eligible under the terms and conditions of the standard Company benefits and compensation practices which may be in effect from time to time and

provided by the Company to its employees generally. The Employee shall be entitled to a minimum of three weeks paid vacation per year to be taken at such time as may be approved in advance by the Supervisor and such vacation time may be increased as determined by the Chief Executive Officer of the Company.

3.4 Stock Option Plan. Subject to the approval of Genset SA's Board of Directors, the Employee shall be entitled to participate in Genset SA's Stock Option Plan in the amount and subject to the term and conditions attached hereto as Exhibit B. The Employee shall be entitled to participate further in the Stock Option Plan or such other stock option plan from time to time as determined by the Genset SA Board of Directors or the Compensation Committee of the Genset SA Board of Directors.

3.5 Reimbursement of Expenses. The Company shall reimburse the employee for all reasonable travel, entertainment and other expenses consistent with standard Company practices incurred or paid by the Employee in connection with, or related to, the performance of Employee's duties, responsibilities or services under this Agreement, upon presentation by the Employee of documentation, expense statements, vouchers, and such other supporting information as the Company may request.

3.6 Relocation Allowance. The Company will reimburse the Employee moving expenses up to \$ 26,000 upon presentation by the Employee of expenses statements.

4. Company's Authority. The Employee shall observe and comply with the rules and regulations of the Company respecting performance of the Employee's duties, and shall carry out and perform orders, directions and policies communicated to the Employee by the Company from time to time, either orally or in writing. Employee specifically understands that the Company shall have final authority over acceptance or refusal of any purchases or contracts made by Employee in conducting the business of the Company.

5. Employment Termination. The employment of the Employee by the Company pursuant to this Agreement shall terminate upon the occurrence of any of the following:

5.1. At the election of the Company, with cause, immediately upon written notice by the Company to the Employee. For the purposes of this Section 5.1, cause for termination shall be deemed to exist upon either (a) the conviction of the Employee of, or the entry of a pleading of guilty or nolo contendere by the Employee to, any crime involving moral turpitude that may reasonably be expected to have an adverse impact on the Company's reputation or standing in the community or any felony, or (b) willful misconduct in connection with the Employee's duties, or willful failure to perform the Employee's responsibilities in the best interest of the Company (including, without limitation, material breach by the Employee of this Agreement, the Confidentiality Agreement or the policies of the Company's employee handbook), except in cases involving the mental or physical incapacity or disability of the Employee. "Willful misconduct" and "willful failure to perform" shall not include action or inaction on the part of the Employee which were taken or not taken in good faith by the Employee;

5.2 Upon the death or thirty (30) days after the disability of the Employee. As used in this Agreement, the term "disability" shall mean the inability of the Employee, due to a physical or mental disability, for a period of one hundred eighty (180) days, regardless of whether consecutive, during any 360-day period to perform the services contemplated under this Agreement. In the event of a dispute, a determination of disability shall be made by a physician selected by the Company and a physician selected by the Employee, and these two together shall select a third physician, whose determination as to disability shall be binding on all parties;

5.3 At the election of the Employee, without "Good Reason" (as defined below), upon not less than thirty (30) days prior written notice of termination; or

5.4 At the election of the Company, without cause, upon not less than seven (7) days prior written notice or at the election of the Employee, with "Good Reason," upon not less than thirty (30) days prior written notice of termination. "Good Reason" shall include and be limited to the occurrence of (A) a material breach of this Agreement by the Company, (B) a change in the reporting responsibilities of the Employee to someone other than the Supervisor, or (C) substantial diminution of the Employee's responsibilities as defined in this Agreement.

6. Effect of Termination

6.1 Termination with Cause or at the Election of the Employee with Good Reason. In the event the Employee's employment is terminated for cause pursuant to Section 5.1, or at the election of the Employee pursuant to Section 5.3, the Company shall pay to the Employee the compensation and benefits otherwise payable to the Employee under Section 3 through the last day of the Employee's actual employment by the Company.

6.2 Termination for Death or Disability. If the Employee's employment is terminated by death or because of disability pursuant to Section 5.2, the Company shall pay to the estate of the Employee or to the Employee, as the case may be, the compensation which would otherwise be payable to the Employee up to the end of the month in which the termination of Employee's employment because of death or disability occurs.

6.3 Termination by Company without Cause or by Employee with Good Reason. If the Employee's employment is terminated by the Company without cause or by the Employee with Good Reason pursuant to Section 5.4, subject to this Section 6.3, the Company shall pay to the Employee the base salary, bonus compensation and medical benefits which would otherwise be payable to the Employee during the three (3) months following the Employee's termination.

In the event that the Employee secures alternative employment, any amounts received therefrom shall serve to offset, dollar for dollar, the amounts paid by the Company pursuant to this Section 6.3.

7. Miscellaneous:

7.1 Remedies. The Employee's duties under the Confidentiality Agreement shall survive termination of the Employee's employment with the Company. The Employee acknowledges that a remedy at law for any breach or threatened breach by the Employee of the provisions of the Confidentiality Agreement would be inadequate and the Employee therefore agree that the Company may be entitled to injunctive relief in case of any such breach or threatened breach.

7.2 Assignment of Rights. The rights of Employee under this Agreement shall not be assignable, voluntarily or involuntarily, by operation of law or otherwise, without obtaining the prior written consent of the Company.

7.3 Binding Agreement. Subject to Section 7.2, this Agreement shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, assigns and successors in interest of the parties hereto.

7.4 Notices. All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed to either party at the addresses set forth immediately below their respective signatures or to such other address as either party shall furnish to the other in writing in accordance herewith. Notice and communication shall be effective when actually received by the addressee or, if earlier, three (3) business days after being sent by the notifying party.

7.5 Governance. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

7.6 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7.7 Prior Agreements. All prior employment agreements, understanding and obligations, whether written, oral, express or implied, are terminated as of the Commencement Date of this Agreement and are superseded by this Agreement. This Agreement, the Confidentiality Agreement and all Exhibits attached hereto and executed concurrently herewith, if applicable, set forth the entire understanding between the Company and the Employee; there are no terms, conditions, representations, warranties or covenants other than those contained herein and therein.

7.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

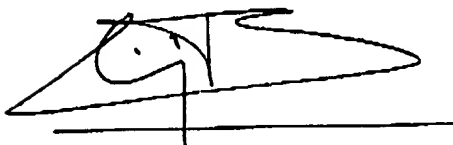
IN WITNESS WHEREOF, Company and Employee have executed this Agreement as of the day and year first above written.

GENSET CORPORATION
a California Corporation



Pascal Brandys, Chairman and Chief Executive Officer

Date: 7/22/1998



Bernard Bihain

Date: 8/12/1998

EXHIBIT B

Stock Option Plan for a total of 20,000 Ordinary Shares equivalent to 60,000 American Depositary Shares in four equal annual installments over four years. Detailed conditions to be determined by the Genset SA Board of Directors.

Exhibit A

GENSET CORPORATION EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

In consideration of my employment or continued employment by **GENSET CORPORATION** (the "**Company**"), and the compensation now and hereafter paid to me, I hereby agree as follows:

1. NONDISCLOSURE

1.1 Recognition of Company's Rights; Nondisclosure. At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I will obtain Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at Company and/or incorporates any Proprietary Information. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns.

1.2 Proprietary Information. The term "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company. By way of illustration but not limitation, "Proprietary Information" includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "Inventions"); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information regarding the skills and compensation of other employees of the Company. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which is generally known in the trade or industry, which is not gained as result of a breach of this Agreement, and my own, skill, knowledge, know-how and experience to whatever extent and in whichever way I wish.

1.3 Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by an officer of the Company in writing.

1.4 No Improper Use of Information of Prior Employers and Others. During my employment by the Company I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

2. ASSIGNMENT OF INVENTIONS.

2.1 Proprietary Rights. The term “**Proprietary Rights**” shall mean all trade secret, patent, copyright, mask work and other intellectual property rights throughout the world.

2.2 Prior Inventions. Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on *Exhibit 1* (Previous Inventions) attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as “**Prior Inventions**”). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in *Exhibit 1* but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on *Exhibit 1* for such purpose. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company’s prior written consent.

2.3 Assignment of Inventions. Subject to Sections 2.4, and 2.6, I hereby assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company, or to a third party as directed by the Company, all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with the Company. Inventions assigned to the Company, or to a third party as directed by the Company, are hereinafter referred to as “**Company Inventions.**”

2.4 Nonassignable Inventions. This Agreement does not apply to an Invention which qualifies fully as a nonassignable Invention under Section 2870 of the California Labor Code (hereinafter "Section 2870"). I have reviewed the notification on *Exhibit 2* (Limited Exclusion Notification) and agree that my signature acknowledges receipt of the notification.

2.5 Obligation to Keep Company Informed. During the period of my employment and for six (6) months after termination of my employment with the Company, I will promptly disclose to the Company fully and in writing all Inventions of the Company authored, conceived or reduced to practice by me, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent applications related to any Inventions of the Company filed by me or on my behalf within a year after termination of employment. At the time of each such disclosure, I will advise the Company in writing of any Inventions that I believe fully qualify for protection under Section 2870; and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. The Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing to the Company pursuant to this Agreement relating to Inventions that qualify fully for protection under the provisions of Section 2870. I will preserve the confidentiality of any Invention that does not fully qualify for protection under Section 2870.

2.6 Government or Third Party. I also agree to assign all my right, title and interest in and to any particular Invention to a third party, including without limitation the United States, as directed by the Company.

2.7 Works for Hire. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101).

2.8 Enforcement of Proprietary Rights. I will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any

and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

3. **RECORDS.** I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Proprietary Information developed by me and all Inventions made by me during the period of my employment at the Company, which records shall be available to and remain the sole property of the Company at all times.

4. **ADDITIONAL ACTIVITIES.** I agree that during the period of my employment by the Company I will not, without the Company's express written consent, engage in any employment or business activity which is competitive with, or would otherwise conflict with, my employment by the Company. I agree further that for the period of my employment by the Company and for two (2) years after the date of termination of my employment by the Company I will not use any of the Company's Proprietary Information to (a) employ, hire or solicit any employee of the Company to leave the employ of the Company or (b) call on, solicit or take away, or attempt to call on, solicit or take away any past or current (as of the date of termination) customers or suppliers of the Company with respect to the same or similar business conducted by the Company as of the date of termination of my employment.

5. **NO CONFLICTING OBLIGATION.** I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

6. **RETURN OF COMPANY DOCUMENTS.** When I leave the employ of the Company, I will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination statement.

7. **LEGAL AND EQUITABLE REMEDIES.** Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

8. **NOTICES.** Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing.

9. **NOTIFICATION OF NEW EMPLOYER.** In the event that I leave the employ of the Company, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement.

10. **GENERAL PROVISIONS.**

10.1 **Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by and construed according to the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in San Diego County, California for any lawsuit filed there against me by Company arising from or related to this Agreement.

10.2 **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

10.3 **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

10.4 **Survival.** The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

10.5 **Employment.** I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.

10.6 **Waiver.** No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

10.7 **Entire Agreement.** The obligations pursuant to Sections 1 and 2 of this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be

charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

This Agreement shall be effective as of the first day of my employment with the Company, namely: _____, 2001.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT 1 TO THIS AGREEMENT.

Dated: _____

Signature

(Printed Name)

ACCEPTED AND AGREED TO:

GENSET CORPORATION

By: _____

Title: Vice President, Functional Genomics

875 Prospect Street, Suite 206
La Jolla, CA 92037

EXHIBIT 1

TO: **Genset Corporation**

FROM: _____

DATE: _____

SUBJECT: Previous Inventions

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my employment by Genset Corporation (the "Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

___ No inventions or improvements.

___ See below:

___ Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

	Invention or Improvement	Party(ies)	Relationship
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

___ Additional sheets attached.

EXHIBIT 2

LIMITED EXCLUSION NOTIFICATION

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and the Company does not require you to assign or offer to assign to the Company any invention that you developed entirely on your own time without using the Company's equipment, supplies, facilities or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company;

(2) Result from any work performed by you for the Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between the Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

I ACKNOWLEDGE RECEIPT of a copy of this notification.

By: _____

(Printed Name of Employee)

Date: _____

WITNESSED BY:

(Signature of Representative)

(Printed Name of Representative)

Dated: _____

ASSIGNMENT

WHEREAS, We,

- 1) **FRANCES YEN-POTIN,** a citizen of the United States of America,
residing at **11705 Tondino Court**
San Diego, CA 92131,
- 2) **BLAKE DENISON,** a citizen of the United States of America,
residing at **10972 West Ocean Air Drive; Apt. 390**
San Diego, CA 92130,
- 3) **JEAN-BAPTISTE DUMAS** a citizen of France,
MILNE-EDWARDS,
residing at **8, rue Gregoire de Tours**
75006 Paris, France,
- 4) **BERNARD BIHAIN,** a citizen of Belgium,
residing at **2864 Vista Acedera**
Carlsbad, CA 92009,
- 5) **BARBARA BOUR,** a citizen of the United States of America,
residing at **11360 Dalby Place**
San Diego, CA 92126
- 6) **AYMERIC DUCLERT,** a citizen of France,
residing at **6ter, rue Victorine**
94100 Saint-Maur, France,
- 7) **LYDIE BOUGUELERET,** a citizen of France,
residing at **22, Vieux Chemin d'Onex**
1213 Petit Lancy, Switzerland

are co-inventors of certain new and useful improvements in, **APOLIPOPROTEIN A-IV-RELATED PROTEIN: POLYPEPTIDE, POLYNUCLEOTIDE SEQUENCES AND BIALLELIC MARKERS THEREOF**; ; conceived of during the period of my employment with Genset Corporation, for which I have filed an application for Letters Patent in the United States:

Application Serial No.: 09/842,364

Filed: April 25, 2001

AND WHEREAS, GENSET, S.A. (hereinafter "ASSIGNEE"), a French Corporation, with its principal place of business at 24, rue Royale, 75008 Paris, France, desires to acquire the entire right, title, and interest in and to the said improvements and the said Application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said inventors, do hereby acknowledge that I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said application and all divisions and renewals thereof, and continuations to which my contribution to inventorship occurred of during the period of my employment with Genset Corporation, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that I will communicate to the said ASSIGNEE, successors, legal representatives and assigns, any facts known to us respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all said divisions and renewals, said continuations, and said reissues and extensions thereof, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

SIGNED this _____ day of _____ 2002.

FRANCES YEN-POTIN

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

~~~~~

SIGNED this 8<sup>th</sup> day of January 2002.

  
\_\_\_\_\_  
**BLAKE DENISON**

Witnessed by: Name: \_\_\_\_\_  
*Please Print or Type Name*

Signature: \_\_\_\_\_

~~~~~

SIGNED this _____ day of _____ 2002.

JEAN-BAPTISTE DUMAS MILNE-EDWARDS

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

~~~~~

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_ 2002.

\_\_\_\_\_  
**BERNARD BIHAIN**

Witnessed by: Name: \_\_\_\_\_  
*Please Print or Type Name*

Signature: \_\_\_\_\_

~~~~~

SIGNED this ____ day of _____ 2002

BARBARA BOUR

Witnessed by: Name: _____ Signature: _____
Please Print or Type Name

~~~~~

SIGNED this \_\_\_\_ day of \_\_\_\_\_ 2002.

\_\_\_\_\_  
**AYMERIC DUCLERT**

Witnessed by: Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
*Please Print or Type Name*

~~~~~

SIGNED this ____ day of _____ 2002.

LYDIE BOUGUELERET

Witnessed by: Name: _____ Signature: _____
Please Print or Type Name

~~~~~

## ASSIGNMENT

WHEREAS, We,

- 1) **FRANCES YEN-POTIN,** a citizen of the United States of America,  
residing at **11705 Tondino Court**  
**San Diego, CA 92131,**
- 2) **BLAKE DENISON,** a citizen of the United States of America,  
residing at **10972 West Ocean Air Drive; Apt. 390**  
**San Diego, CA 92130,**
- 3) **JEAN-BAPTISTE DUMAS** a citizen of France,  
**MILNE-EDWARDS,**  
residing at **8, rue Gregoire de Tours**  
**75006 Paris, France,**
- 4) **BERNARD BIHAIN,** a citizen of Belgium,  
residing at **2864 Vista Acedera**  
**Carlsbad, CA 92009,**
- 5) **BARBARA BOUR,** a citizen of the United States of America,  
residing at **11360 Dalby Place**  
**San Diego, CA 92126**
- 6) **AYMERIC DUCLERT,** a citizen of France,  
residing at **6ter, rue Victorine**  
**94100 Saint-Maur, France,**
- 7) **LYDIE BOUGUELERET,** a citizen of France,  
residing at **22, Vieux Chemin d'Onex**  
**1213 Petit Lancy, Switzerland**

are co-inventors of certain new and useful improvements in, **APOLIPOPROTEIN A-IV-RELATED PROTEIN: POLYPEPTIDE, POLYNUCLEOTIDE SEQUENCES AND BIALLELIC MARKERS THEREOF**; ; conceived of during the period of my employment with Genset Corporation, for which I have filed an application for Letters Patent in the United States:

Application Serial No.: 09/842,364

Filed: April 25, 2001

AND WHEREAS, GENSET, S.A. (hereinafter "ASSIGNEE"), a French Corporation, with its principal place of business at 24, rue Royale, 75008 Paris, France, desires to acquire the entire right, title, and interest in and to the said improvements and the said Application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said inventors, do hereby acknowledge that I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said application and all divisions and renewals thereof, and continuations to which my contribution to inventorship occurred of during the period of my employment with Genset Corporation, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that I will communicate to the said ASSIGNEE, successors, legal representatives and assigns, any facts known to us respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all said divisions and renewals, said continuations, and said reissues and extensions thereof, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

SIGNED this \_\_\_\_ day of \_\_\_\_\_ 2002.

\_\_\_\_\_  
FRANCES YEN-POTIN

Witnessed by: Name: \_\_\_\_\_  
*Please Print or Type Name*

Signature: \_\_\_\_\_

~~~~~


SIGNED this _____ day of _____ 2002.

BLAKE DENISON

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

SIGNED this 22 day of January 2002.

The document is signed because
Genset has some dead time in the
digit of the processor. And I do not want that
Genset lose this rights on the
processor in
an attempt to be in the line of status in policy.

JEAN-BAPTISTE DUMAS MILNE-EDWARDS

Witnessed by: Name: Helene SARRISSE
Please Print or Type Name

Signature: _____

SIGNED this _____ day of _____ 2002.

BERNARD BIHAIN

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

SIGNED this ____ day of _____ 2002

BARBARA BOUR

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

~~~~~

SIGNED this \_\_\_\_ day of \_\_\_\_\_ 2002.

\_\_\_\_\_  
**AYMERIC DUCLERT**

Witnessed by: Name: \_\_\_\_\_  
*Please Print or Type Name*

Signature: \_\_\_\_\_

~~~~~

SIGNED this ____ day of _____ 2002.

LYDIE BOUGUELERET

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

~~~~~

**ASSIGNMENT**

WHEREAS, We,

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Application Serial No.: 09/842,364  
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SIGNED this \_\_\_\_ day of \_\_\_\_\_ 2002.

\_\_\_\_\_  
FRANCES YEN-POTIN

Witnessed by: Name: \_\_\_\_\_  
*Please Print or Type Name*

Signature: \_\_\_\_\_

~~~~~

ASSIGNMENT

PATENT
Our Ref.: Genset.50CP2C/89.US4.CIP
Page 3

SIGNED this ____ day of _____ 2002.

BLAKE DENISON

Witnessed by: Name: _____ Signature: _____
Please Print or Type Name

~~~~~

SIGNED this \_\_\_\_ day of \_\_\_\_\_ 2002.

\_\_\_\_\_  
**JEAN-BAPTISTE DUMAS MILNE-EDWARDS**

Witnessed by: Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
*Please Print or Type Name*

~~~~~

SIGNED this ____ day of _____ 2002.

BERNARD BIHAIN

Witnessed by: Name: _____ Signature: _____
Please Print or Type Name

SIGNED this ____ day of _____ 2002

BARBARA BOUR

Witnessed by: Name: _____
Please Print or Type Name

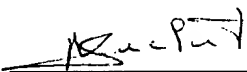
Signature: _____

SIGNED this 15 day of February 2002.



AYMERIC DUCLERT

Witnessed by: Name: Aymeric Duclert-Savatin
Please Print or Type Name

Signature: 

SIGNED this ____ day of _____ 2002.

LYDIE BOUGUELERET

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

ASSIGNMENT

WHEREAS, We,

- 1) **FRANCES YEN-POTIN,** a citizen of the United States of America,
residing at **11705 Tondino Court
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ASSIGNMENT

PATENT

Our Ref.: Genset.50CP2C/89.US4.CIP

Page 2

AND WHEREAS, GENSET, S.A. (hereinafter "ASSIGNEE"), a French Corporation, with its principal place of business at 24, rue Royale, 75008 Paris, France, desires to acquire the entire right, title, and interest in and to the said improvements and the said Application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said inventors, do hereby acknowledge that I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said application and all divisions and renewals thereof, and continuations to which my contribution to inventorship occurred of during the period of my employment with Genset Corporation, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that I will communicate to the said ASSIGNEE, successors, legal representatives and assigns, any facts known to us respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all said divisions and renewals, said continuations, and said reissues and extensions thereof, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

SIGNED this ____ day of _____ 2002.

FRANCES YEN-POTIN

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

~~~~~



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SIGNED this \_\_\_\_ day of \_\_\_\_\_ 2002.

\_\_\_\_\_  
**BLAKE DENISON**

Witnessed by: Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
*Please Print or Type Name*

~~~~~

SIGNED this ____ day of _____ 2002.

JEAN-BAPTISTE DUMAS MILNE-EDWARDS

Witnessed by: Name: _____ Signature: _____
Please Print or Type Name

~~~~~

SIGNED this \_\_\_\_ day of \_\_\_\_\_ 2002.

\_\_\_\_\_  
**BERNARD BIHAIN**

Witnessed by: Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
*Please Print or Type Name*

~~~~~

ASSIGNMENT

PATENT
Our Ref.: Genset.50CP2C/89.US4.CIP
Page 4

SIGNED this ____ day of _____ 2002

BARBARA BOUR

Witnessed by: Name: _____
Please Print or Type Name

Signature: _____

~~~~~  
SIGNED this \_\_\_\_ day of \_\_\_\_\_ 2002.

\_\_\_\_\_  
**AYMERIC DUCLERT**

Witnessed by: Name: \_\_\_\_\_  
*Please Print or Type Name*

Signature: \_\_\_\_\_

~~~~~  
SIGNED this 22 day of January 2002.

LYDIE BOUGUILLERET

Witnessed by: Name: Isaline NALAIRESIA
Please Print or Type Name

Signature: 



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EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of November 1, 1998, by and between GENSET CORPORATION, a California corporation (the "Company"), and Frances Yen, a United States Citizen (the "Employee").

RECITALS

A. The Employee wishes to enter into this Agreement with the Company as Director of Research and a Proprietary Information and Inventions Agreement in substantially the form attached hereto as Exhibit A (the "Confidentiality Agreement").

B. The Company believes it is in its best interest to enter into this Agreement and the Confidentiality Agreement.

NOW, THEREFORE, it is mutually agreed as follows:

1. Commencement Date. The term of this Agreement shall commence as of November 1, 1998 (the "Commencement Date").

2. Services.

2.1 Duties and Responsibilities. The Employee shall act as Director of Research of the Company. The Employee shall devote the Employee's full working time and attention to the business of the Company, except that the Employee may devote reasonable amounts of time to personal business and investment activities and to civic, charitable and community activities, provided that such activities do not interfere with the services required to be rendered to Company hereunder. The Employee will report directly to the Vice President, Functional Genomics ("VPFG"), or under certain circumstances, the Company's

Board of Directors. The Employee's primary responsibilities will be to conduct functional genomics research for the Company in the field of obesity and cardiovascular disease, or any other disease as the Company may decide.

2.2 Other Corporate Directorships. The Employee shall not serve as a director of any corporation without prior written approval of the Company.

2.3 Similar Business. The Employee shall not, directly or indirectly, during the term of this Agreement, render services for compensation to or for any person, firm, corporation, partnership or other entity which is engaged in a business similar to the Company's business, whether alone, as a partner or as an officer, director, employee, consultant or shareholder of any other corporation or as a trustee, fiduciary or other representative of any other entity.

3. Compensation.

3.1 Salary. For the faithful performance by the Employee of the Employee's obligations hereunder, the Company shall pay the Employee a base annual salary of \$ 75,000 to be paid in accordance with the Company's payroll practices (on a semi-monthly basis in arrears) commencing on the Commencement Date and continuing for the term of this Agreement, prorated for any partial compensation period. Such salary shall be subject to upward adjustment thereafter in accordance with the policies of the Company, as determined by its Board of Directors, in force from time to time.

3.2 Bonus. The Employee shall be eligible to participate in any cash or stock bonus plans established for the benefit of the Company's officers and employees.

3.3 Fringe Benefits. The Employee shall be entitled to all rights and benefits for which the Employee is eligible under the terms and conditions of the standard Company benefits and compensation practices which may be in effect from time to time and provided by the Company to its employees generally. The Employee shall be entitled to a minimum of two weeks paid vacation per year to be taken at such time as may be approved in advance by the Supervisor and such vacation time may be increased as determined by the Chief Executive Officer of the Company.

3.4 Stock Option Plan. Subject to the approval of Genset SA's Board of Directors, the Employee shall be entitled to participate in Genset SA's Stock Option Plan in the amount and subject to the term and conditions attached hereto as Exhibit B. The Employee shall be entitled to participate further in the Stock Option Plan or such other stock option plan from time to time as determined by the Genset SA Board of Directors or the Compensation Committee of the Genset SA Board of Directors.

3.5 Reimbursement of Expenses. The Company shall reimburse the employee for all reasonable travel, entertainment and other expenses consistent with standard Company practices incurred or paid by the Employee in connection with, or related to, the performance of Employee's duties, responsibilities or services under this Agreement, upon presentation by the Employee of documentation, expense statements, vouchers, and such other supporting information as the Company may request.

3.6 Relocation Allowance. The Company shall pay the Employee a Relocation Allowance of \$ 10,000 to cover the expenses incurred by the Employee in connection with her relocation in the United States.

In addition, the Company will reimburse the Employee moving expenses up to \$ 6,000 upon presentation by the Employee of expenses statements.

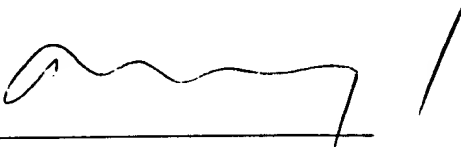
4. Company's Authority. The Employee shall observe and comply with the rules and regulations of the Company respecting performance of the Employee's duties, and shall carry out and perform orders, directions and policies communicated to the Employee by the Company from time to time, either orally or in writing. Employee specifically understands that the Company shall have final authority over acceptance or refusal of any purchases or contracts made by Employee in conducting the business of the Company.

5. Employment Termination. The employment of the Employee by the Company pursuant to this Agreement shall terminate upon the occurrence of any of the following:

5.1. At the election of the Company, with cause, immediately upon written notice by the Company to the Employee. For the purposes of this Section 5.1, cause for termination shall be deemed to exist upon either (a) the conviction of the Employee of, or

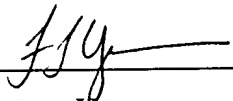
IN WITNESS WHEREOF, Company and Employee have executed this Agreement as of the day and year first above written.

GENSET CORPORATION
a California Corporation

A handwritten signature in black ink, appearing to be 'Pascal Brandys', written over a horizontal line.

Pascal Brandys, Chairman and Chief Executive Officer

Date: 7 / 1 / 98

A handwritten signature in black ink, appearing to be 'Frances Yen', written over a horizontal line.
Frances Yen

Date: July 8, 1998

the entry of a pleading of guilty or nolo contendere by the Employee to, any crime involving moral turpitude that may reasonably be expected to have an adverse impact on the Company's reputation or standing in the community or any felony, or (b) willful misconduct in connection with the Employee's duties, or willful failure to perform the Employee's responsibilities in the best interest of the Company (including, without limitation, material breach by the Employee of this Agreement, the Confidentiality Agreement or the policies of the Company's employee handbook), except in cases involving the mental or physical incapacity or disability of the Employee. "Willful misconduct" and "willful failure to perform" shall not include action or inaction on the part of the Employee which were taken or not taken in good faith by the Employee;

5.2 Upon the death or thirty (30) days after the disability of the Employee. As used in this Agreement, the term "disability" shall mean the inability of the Employee, due to a physical or mental disability, for a period of one hundred eighty (180) days, regardless of whether consecutive, during any 360-day period to perform the services contemplated under this Agreement. In the event of a dispute, a determination of disability shall be made by a physician selected by the Company and a physician selected by the Employee, and these two together shall select a third physician, whose determination as to disability shall be binding on all parties;

5.3 At the election of the Employee, without "Good Reason" (as defined below), upon not less than thirty (30) days prior written notice of termination; or

5.4 At the election of the Company, without cause, upon not less than seven (7) days prior written notice or at the election of the Employee, with "Good Reason," upon not less than thirty (30) days prior written notice of termination. "Good Reason" shall include and be limited to the occurrence of (A) a material breach of this Agreement by the Company, (B) a change in the reporting responsibilities of the Employee to someone other than the Supervisor, or (C) substantial diminution of the Employee's responsibilities as defined in this Agreement.

6. Effect of Termination

6.1 Termination with Cause or at the Election of the Employee with Good Reason. In the event the Employee's employment is terminated for cause pursuant to Section 5.1, or at the election of the Employee pursuant to Section 5.3, the Company shall pay to the Employee the compensation and benefits otherwise payable to the Employee under Section 3 through the last day of the Employee's actual employment by the Company.

6.2 Termination for Death or Disability. If the Employee's employment is terminated by death or because of disability pursuant to Section 5.2, the Company shall pay to the estate of the Employee or to the Employee, as the case may be, the compensation which would otherwise be payable to the Employee up to the end of the month in which the termination of Employee's employment because of death or disability occurs.

6.3 Termination by Company without Cause or by Employee with Good Reason. If the Employee's employment is terminated by the Company without cause or by the Employee with Good Reason pursuant to Section 5.4, subject to this Section 6.3, the Company shall pay to the Employee the base salary, bonus compensation and medical benefits which would otherwise be payable to the Employee during the thirty (30) days following the Employee's termination.

In the event that the Employee secures alternative employment, any amounts received therefrom shall serve to offset, dollar for dollar, the amounts paid by the Company pursuant to this Section 6.3.

7. Miscellaneous:

7.1 Remedies. The Employee's duties under the Confidentiality Agreement shall survive termination of the Employee's employment with the Company. The Employee acknowledges that a remedy at law for any breach or threatened breach by the Employee of the provisions of the Confidentiality Agreement would be inadequate and the Employee therefore agree that the Company may be entitled to injunctive relief in case of any such breach or threatened breach.

7.2 Assignment of Rights. The rights of Employee under this Agreement shall not be assignable, voluntarily or involuntarily, by operation of law or otherwise, without obtaining the prior written consent of the Company.

7.3 Binding Agreement. Subject to Section 7.2, this Agreement shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, assigns and successors in interest of the parties hereto.

7.4 Notices. All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed to either party at the addresses set forth immediately below their respective signatures or to such other address as either party shall furnish to the other in writing in accordance herewith. Notice and communication shall be effective when actually received by the addressee or, if earlier, three (3) business days after being sent by the notifying party.

7.5 Governance. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

7.6 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7.7 Prior Agreements. All prior employment agreements, understanding and obligations, whether written, oral, express or implied, are terminated as of the Commencement Date of this Agreement and are superseded by this Agreement. This Agreement, the Confidentiality Agreement and all Exhibits attached hereto and executed concurrently herewith, if applicable, set forth the entire understanding between the Company and the Employee; there are no terms, conditions, representations, warranties or covenants other than those contained herein and therein.

7.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

EXHIBIT B

Stock Option Plan for a total of 10,000 Ordinary Shares equivalent to 30,000 American Depositary Shares in four equal annual installments over four years. Detailed conditions to be determined by the Genset SA Board of Directors.



GENSET CORPORATION
EMPLOYEE PROPRIETARY INFORMATION
AND INVENTIONS AGREEMENT

In consideration of my employment or continued employment by **GENSET CORPORATION** (the "**Company**"), and the compensation now and hereafter paid to me, I hereby agree as follows:

1. NONDISCLOSURE

1.1 Recognition of Company's Rights; Nondisclosure. At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I will obtain Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at Company and/or incorporates any Proprietary Information. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns.

1.2 Proprietary Information. The term "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company. By way of illustration but not limitation, "Proprietary Information" includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "Inventions"); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information regarding the skills and compensation of other employees of the Company. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which is generally known in the trade or industry, which is not gained as result of a breach of this Agreement, and my own, skill, knowledge, know-how and experience to whatever extent and in whichever way I wish.

1.3 Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by an officer of the Company in writing.

1.4 No Improper Use of Information of Prior Employers and Others. During my employment by the Company I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

2. ASSIGNMENT OF INVENTIONS.

2.1 Proprietary Rights. The term “**Proprietary Rights**” shall mean all trade secret, patent, copyright, mask work and other intellectual property rights throughout the world.

2.2 Prior Inventions. Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on *Exhibit 1* (Previous Inventions) attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as “**Prior Inventions**”). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in *Exhibit 1* but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on *Exhibit 1* for such purpose. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company’s prior written consent.

2.3 Assignment of Inventions. Subject to Sections 2.4, and 2.6, I hereby assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company, or to a third party as directed by the Company, all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with the Company. Inventions assigned to the Company, or to a third party as directed by the Company, are hereinafter referred to as “**Company Inventions.**”

2.4 Nonassignable Inventions. This Agreement does not apply to an Invention which qualifies fully as a nonassignable Invention under Section 2870 of the California Labor Code (hereinafter "Section 2870"). I have reviewed the notification on *Exhibit 2* (Limited Exclusion Notification) and agree that my signature acknowledges receipt of the notification.

2.5 Obligation to Keep Company Informed. During the period of my employment and for six (6) months after termination of my employment with the Company, I will promptly disclose to the Company fully and in writing all Inventions of the Company authored, conceived or reduced to practice by me, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent applications related to any Inventions of the Company filed by me or on my behalf within a year after termination of employment. At the time of each such disclosure, I will advise the Company in writing of any Inventions that I believe fully qualify for protection under Section 2870; and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. The Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing to the Company pursuant to this Agreement relating to Inventions that qualify fully for protection under the provisions of Section 2870. I will preserve the confidentiality of any Invention that does not fully qualify for protection under Section 2870.

2.6 Government or Third Party. I also agree to assign all my right, title and interest in and to any particular Invention to a third party, including without limitation the United States, as directed by the Company.

2.7 Works for Hire. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101).

2.8 Enforcement of Proprietary Rights. I will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any

and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

3. RECORDS. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Proprietary Information developed by me and all Inventions made by me during the period of my employment at the Company, which records shall be available to and remain the sole property of the Company at all times.

4. ADDITIONAL ACTIVITIES. I agree that during the period of my employment by the Company I will not, without the Company's express written consent, engage in any employment or business activity which is competitive with, or would otherwise conflict with, my employment by the Company. I agree further that for the period of my employment by the Company and for two (2) years after the date of termination of my employment by the Company I will not use any of the Company's Proprietary Information to (a) employ, hire or solicit any employee of the Company to leave the employ of the Company or (b) call on, solicit or take away, or attempt to call on, solicit or take away any past or current (as of the date of termination) customers or suppliers of the Company with respect to the same or similar business conducted by the Company as of the date of termination of my employment.

5. NO CONFLICTING OBLIGATION. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

6. RETURN OF COMPANY DOCUMENTS. When I leave the employ of the Company, I will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination statement.

7. LEGAL AND EQUITABLE REMEDIES. Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

8. NOTICES. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing.

9. **NOTIFICATION OF NEW EMPLOYER.** In the event that I leave the employ of the Company, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement.

10. GENERAL PROVISIONS.

10.1 Governing Law; Consent to Personal Jurisdiction. This Agreement will be governed by and construed according to the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in San Diego County, California for any lawsuit filed there against me by Company arising from or related to this Agreement.

10.2 Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

10.3 Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

10.4 Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

10.5 Employment. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.

10.6 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

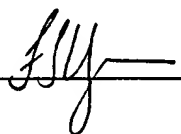
10.7 Entire Agreement. The obligations pursuant to Sections 1 and 2 of this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be

charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

This Agreement shall be effective as of the first day of my employment with the Company, namely: October 31, 1998.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT 1 TO THIS AGREEMENT.

Dated: 03/28/01


Signature

FRANCES T. YEN POTIN
(Printed Name)

ACCEPTED AND AGREED TO:

GENSET CORPORATION

By: Sheila Reed

Title: Human Resources Manager

875 Prospect Street, Suite 206
La Jolla, CA 92037

EXHIBIT 1

TO: Genset Corporation

FROM: FRANCES T. YEN

DATE: 03/28/01

SUBJECT: Previous Inventions

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my employment by Genset Corporation (the "Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

☒ No inventions or improvements.

☐ See below:

☐ Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

	Invention or Improvement	Party(ies)	Relationship
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

☐ Additional sheets attached.

EXHIBIT 2

LIMITED EXCLUSION NOTIFICATION

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and the Company does not require you to assign or offer to assign to the Company any invention that you developed entirely on your own time without using the Company's equipment, supplies, facilities or trade secret information except for those inventions that either:

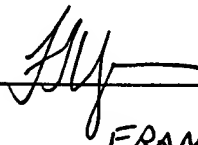
(1) Relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company;

(2) Result from any work performed by you for the Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between the Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

I ACKNOWLEDGE RECEIPT of a copy of this notification.

By: 
FRANCES T. YEN POTIN
(Printed Name of Employee)

Date: 03/28/01

WITNESSED BY:

Sheila Reed
(Signature of Representative)

Sheila Reed
(Printed Name of Representative)

Dated: 3/28/01



EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of August 16, 1999 by and between GENSET CORPORATION, a California corporation (the "Company"), and Barbara Chicca, Ph.D., a United States Citizen (the "Employee").

RECITALS

A. The Employee wishes to enter into this Agreement with the Company as the Company's Scientist, Cell Biology and (b) a Proprietary Information and Inventions Agreement in substantially the form attached hereto as Exhibit A (the "Confidentiality Agreement").

B. The Company believes it is in its best interest to enter into this Agreement and the Confidentiality Agreement.

NOW, THEREFORE, it is mutually agreed as follows:

1. Commencement Date. The term of this Agreement shall commence as of August 16, 1999 (the "Commencement Date").

2. Services.

2.1 Duties and Responsibilities. The Employee shall act as Scientist, Cell Biology of the Company. The Employee shall devote the Employee's full working time and attention to the business of the Company, except that the Employee may devote reasonable amounts of time to personal business and investment activities and to civic, charitable and community activities, provided that such activities do not interfere with the services required to be rendered to Company hereunder. The Employee will report directly to the Company's Director, Cell Biology (the "Supervisor") or under certain circumstances the Vice President, Physiological Genomics. The Employee's primary responsibilities will be to set up and perform experiments to characterize the pattern of expression of newly identified genes.

2.2 Other Corporate Directorships. The Employee shall not serve as a director of any corporation without prior written approval of the Company.

2.3 Similar Business. The Employee shall not, directly or indirectly, during the term of this Agreement, render services for compensation to or for any person, firm, corporation, partnership or other entity which is engaged in a business similar to the Company's business, whether alone, as a partner or as an officer, director, employee, consultant or shareholder of any other corporation or as a trustee, fiduciary or other representative of any other entity.

3. Compensation.

3.1 Salary. For the faithful performance by the Employee of the Employee's obligations hereunder, the Company shall pay the Employee a monthly salary of \$3,167.00 in accordance with the Company's payroll practices (on a semi-monthly basis in arrears) commencing on the Commencement Date and continuing for the term of this Agreement, prorated for any partial compensation period. Such salary shall be subject to upward adjustment thereafter in accordance with the policies of the Company, as determined by its Board of Directors, in force from time to time.

3.2 Bonus. The Employee shall be eligible to participate in any cash or stock bonus plans established for the benefit of the Company's officers and employees.

3.3 Fringe Benefits. The Employee shall be entitled to all rights and benefits for which the Employee is eligible under the terms and conditions of the standard Company benefits and compensation practices which may be in effect from time to time and provided by the Company to its employees generally. The Employee shall be entitled to a minimum of two weeks paid vacation per year to be taken at such time as may be approved in advance by the Supervisor and such vacation time may be increased as determined by the Chief Executive Officer of the Company.

3.4 Stock Option Plan. Subject to the approval of Genset SA's Board of Directors, the Employee shall be entitled to participate in Genset SA's Stock Option Plan in the amount and subject to the term and conditions attached hereto as Exhibit B. The Employee shall be entitled to participate further in the Stock Option Plan or such other stock option plan from time to time as determined by the Genset SA Board of Directors or the Compensation Committee of the Genset SA Board of Directors.

3.5 Reimbursement of Expenses. The Company shall reimburse the employee for all reasonable travel, entertainment and other expenses consistent with standard Company practices incurred or paid by the Employee in connection with, or related to, the performance of Employee's duties, responsibilities or services under this Agreement, upon presentation by the Employee of documentation, expense statements, vouchers, and such other supporting information as the Company may request.

4. Company's Authority. The Employee shall observe and comply with the rules and regulations of the Company respecting performance of the Employee's duties, and shall carry out and perform orders, directions and policies communicated to the Employee by the Company from time to time, either orally or in writing. Employee specifically understands that the Company shall have final authority over acceptance or refusal of any purchases or contracts made by Employee in conducting the business of the Company.

5. Employment Termination. The employment of the Employee by the Company pursuant to this Agreement shall terminate upon the occurrence of any of the following:

5.1. At the election of the Company, with cause, immediately upon written notice by the Company to the Employee. For the purposes of this Section 5.1, cause for termination shall be deemed to exist upon either (a) the conviction of the Employee of, or the entry of a pleading of guilty or nolo contendere by the Employee to, any crime involving moral turpitude that may reasonably be expected to have an adverse impact on the Company's reputation or standing in the

community or any felony, or (b) willful misconduct in connection with the Employee's duties, or willful failure to perform the Employee's responsibilities in the best interest of the Company (including, without limitation, material breach by the Employee of this Agreement, the Confidentiality Agreement or the policies of the Company's employee handbook), except in cases involving the mental or physical incapacity or disability of the Employee. "Willful misconduct" and "willful failure to perform" shall not include action or inaction on the part of the Employee which were taken or not taken in good faith by the Employee;

5.2 Upon the death or thirty (30) days after the disability of the Employee. As used in this Agreement, the term "disability" shall mean the inability of the Employee, due to a physical or mental disability, for a period of one hundred eighty (180) days, regardless of whether consecutive, during any 360-day period to perform the services contemplated under this Agreement. In the event of a dispute, a determination of disability shall be made by a physician selected by the Company and a physician selected by the Employee, and these two together shall select a third physician, whose determination as to disability shall be binding on all parties;

5.3 At the election of the Employee, without "Good Reason" (as defined below), upon not less than thirty (30) days prior written notice of termination; or

5.4 At the election of the Company, without cause, upon not less than seven (7) days prior written notice or at the election of the Employee, with "Good Reason," upon not less than thirty (30) days prior written notice of termination. "Good Reason" shall include and be limited to the occurrence of (A) a material breach of this Agreement by the Company, (B) a change in the reporting responsibilities of the Employee to someone other than the Supervisor, or (C) substantial diminution of the Employee's responsibilities as defined in this Agreement.

6. Effect of Termination

6.1 Termination with Cause or at the Election of the Employee with Good Reason. In the event the Employee's employment is terminated for cause pursuant to Section 5.1, or at the election of the Employee pursuant to Section 5.3, the Company shall pay to the Employee the compensation and benefits otherwise payable

to the Employee under Section 3 through the last day of the Employee's actual employment by the Company.

6.2 Termination for Death or Disability. If the Employee's employment is terminated by death or because of disability pursuant to Section 5.2, the Company shall pay to the estate of the Employee or to the Employee, as the case may be, the compensation which would otherwise be payable to the Employee up to the end of the month in which the termination of Employee's employment because of death or disability occurs.

6.3 Termination by Company without Cause or by Employee with Good Reason. If the Employee's employment is terminated by the Company without cause or by the Employee with Good Reason pursuant to Section 5.4, subject to this Section 6.3, the Company shall pay to the Employee the base salary, bonus compensation and medical benefits which would otherwise be payable to the Employee during the thirty (30) days following the Employee's termination.

In the event that the Employee secures alternative employment, any amounts received therefrom shall serve to offset, dollar for dollar, the amounts paid by the Company pursuant to this Section 6.3.

7. Miscellaneous:

7.1 Remedies. The Employee's duties under the Confidentiality Agreement shall survive termination of the Employee's employment with the Company. The Employee acknowledges that a remedy at law for any breach or threatened breach by the Employee of the provisions of the Confidentiality Agreement would be inadequate and the Employee therefore agree that the Company may be entitled to injunctive relief in case of any such breach or threatened breach.

7.2 Assignment of Rights. The rights of Employee under this Agreement shall not be assignable, voluntarily or involuntarily, by operation of law or otherwise, without obtaining the prior written consent of the Company.

7.3 Binding Agreement. Subject to Section 7.2, this Agreement shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, assigns and successors in interest of the parties hereto.

7.4 Notices. All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed to either party at the addresses set forth immediately below their respective signatures or to such other address as either party shall furnish to the other in writing in accordance herewith. Notice and communication shall be effective when actually received by the addressee or, if earlier, three (3) business days after being sent by the notifying party.

7.5 Governance. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

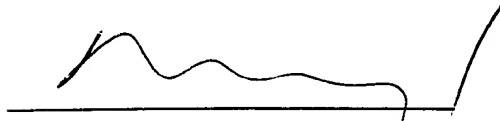
7.6 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7.7 Prior Agreements. All prior employment agreements, understanding and obligations, whether written, oral, express or implied, are terminated as of the Commencement Date of this Agreement and are superseded by this Agreement. This Agreement, the Confidentiality Agreement and all Exhibits attached hereto and executed concurrently herewith, if applicable, set forth the entire understanding between the Company and the Employee; there are no terms, conditions, representations, warranties or covenants other than those contained herein and therein.

7.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, Company and Employee have executed
this Agreement as of the day and year first above written.

GENSET CORPORATION
a California Corporation



Pascal Brandys, Chairman and Chief Executive Officer

Date: 8/16/99



Barbara Chicca, Ph.D.

Date: 8/16/99

EXHIBIT B

Stock Option Grant for a total of 500 Ordinary Shares,
equivalent to 1,500 American Depositary Shares, in four
equal annual installments over four years. Detailed conditions
to be determined by the Genset SA Board of Directors.

Barbara Chicca
Barbara Chicca, Ph.D.

Exhibit A

GENSET CORPORATION EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

In consideration of my employment or continued employment by GENSET CORPORATION (the "Company"), and the compensation now and hereafter paid to me, I hereby agree as follows:

1. NONDISCLOSURE

1.1 Recognition of Company's Rights; Nondisclosure. At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I will obtain Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at Company and/or incorporates any Proprietary Information. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns.

1.2 Proprietary Information. The term "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company. By way of illustration but not limitation, "Proprietary Information" includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "Inventions"); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information regarding the skills and compensation of other employees of the Company. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which is generally known in the trade or industry, which is not gained as result of a breach of this Agreement, and my own, skill, knowledge, know-how and experience to whatever extent and in whichever way I wish.

1.3 Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by an officer of the Company in writing.

1.4 No Improper Use of Information of Prior Employers and Others. During my employment by the Company I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

2. ASSIGNMENT OF INVENTIONS.

2.1 Proprietary Rights. The term “**Proprietary Rights**” shall mean all trade secret, patent, copyright, mask work and other intellectual property rights throughout the world.

2.2 Prior Inventions. Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on *Exhibit 1* (Previous Inventions) attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as “**Prior Inventions**”). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in *Exhibit 1* but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on *Exhibit 1* for such purpose. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company’s prior written consent.

2.3 Assignment of Inventions. Subject to Sections 2.4, and 2.6, I hereby assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company, or to a third party as directed by the Company, all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with the Company. Inventions assigned to the Company, or to a third party as directed by the Company, are hereinafter referred to as “**Company Inventions.**”

2.4 Nonassignable Inventions. This Agreement does not apply to an Invention which qualifies fully as a nonassignable Invention under Section 2870 of the California Labor Code (hereinafter "Section 2870"). I have reviewed the notification on *Exhibit 2* (Limited Exclusion Notification) and agree that my signature acknowledges receipt of the notification.

2.5 Obligation to Keep Company Informed. During the period of my employment and for six (6) months after termination of my employment with the Company, I will promptly disclose to the Company fully and in writing all Inventions of the Company authored, conceived or reduced to practice by me, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent applications related to any Inventions of the Company filed by me or on my behalf within a year after termination of employment. At the time of each such disclosure, I will advise the Company in writing of any Inventions that I believe fully qualify for protection under Section 2870; and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. The Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing to the Company pursuant to this Agreement relating to Inventions that qualify fully for protection under the provisions of Section 2870. I will preserve the confidentiality of any Invention that does not fully qualify for protection under Section 2870.

2.6 Government or Third Party. I also agree to assign all my right, title and interest in and to any particular Invention to a third party, including without limitation the United States, as directed by the Company.

2.7 Works for Hire. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101).

2.8 Enforcement of Proprietary Rights. I will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and

all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

3. **RECORDS.** I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Proprietary Information developed by me and all Inventions made by me during the period of my employment at the Company, which records shall be available to and remain the sole property of the Company at all times.

4. **ADDITIONAL ACTIVITIES.** I agree that during the period of my employment by the Company I will not, without the Company's express written consent, engage in any employment or business activity which is competitive with, or would otherwise conflict with, my employment by the Company. I agree further that for the period of my employment by the Company and for two (2) years after the date of termination of my employment by the Company I will not use any of the Company's Proprietary Information to (a) employ, hire or solicit any employee of the Company to leave the employ of the Company or (b) call on, solicit or take away, or attempt to call on, solicit or take away any past or current (as of the date of termination) customers or suppliers of the Company with respect to the same or similar business conducted by the Company as of the date of termination of my employment.

5. **NO CONFLICTING OBLIGATION.** I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

6. **RETURN OF COMPANY DOCUMENTS.** When I leave the employ of the Company, I will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination statement.

7. **LEGAL AND EQUITABLE REMEDIES.** Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

8. **NOTICES.** Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing.

9. **NOTIFICATION OF NEW EMPLOYER.** In the event that I leave the employ of the Company, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement.

10. GENERAL PROVISIONS.

10.1 Governing Law; Consent to Personal Jurisdiction. This Agreement will be governed by and construed according to the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in San Diego County, California for any lawsuit filed there against me by Company arising from or related to this Agreement.

10.2 Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

10.3 Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

10.4 Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

10.5 Employment. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.

10.6 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

10.7 Entire Agreement. The obligations pursuant to Sections 1 and 2 of this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be

charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

This Agreement shall be effective as of the first day of my employment with the Company, namely: AUGUST 16, 1999.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT 1 TO THIS AGREEMENT.

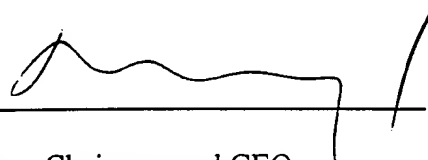
Dated: 8/16/99

Barbara Checca
Signature

BARBARA CHECCA
(Printed Name)

ACCEPTED AND AGREED TO:

GENSET CORPORATION

By: 

Title: Chairman and CEO

875 Prospect Street, Suite 206
La Jolla, CA 92037

EXHIBIT 1

TO: **Genset Corporation**

FROM: BARBARA CHICA

DATE: 8/16/99

SUBJECT: **Previous Inventions**

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my employment by Genset Corporation (the "Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

☒ No inventions or improvements.

☐ See below:

☐ Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

	Invention or Improvement	Party(ies)	Relationship
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

☐ Additional sheets attached.

EXHIBIT 2

LIMITED EXCLUSION NOTIFICATION

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and the Company does not require you to assign or offer to assign to the Company any invention that you developed entirely on your own time without using the Company's equipment, supplies, facilities or trade secret information except for those inventions that either:

- (1) Relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company;
- (2) Result from any work performed by you for the Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between the Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

I ACKNOWLEDGE RECEIPT of a copy of this notification.

By: Barbara Chicca

BARBARA CHICCA
(Printed Name of Employee)

Date: 8/16/99

WITNESSED BY:

Judith A. Rosen
(Signature of Representative)

JUDITH A. ROSEN
(Printed Name of Representative)

Dated: 8/16/99

EXHIBIT 3
DESIGNATION OF GENSET SA AS ASSIGNEE
OF ALL INVENTIONS

This is to notify you that in accordance with paragraph 2.3 of the attached proprietary information and inventions agreement, the Company has designated Genset S.A. as the assignee of all inventions, and all related proprietary rights. This obligation to assign arises at the time the invention is made. The designation of Genset S.A. as the assignee shall remain in force until the Company names another designee.

I acknowledge receipt of a copy of this notification:

BARBARA CHITCA

Print Name

Barbara Chitca

Sign Name

01/16/99

Date



M E M O R A N D U M

To: Yelena Batiyenko
Bernard Bihain
Reyna Bisa
David Bradfute
Heather Callahan
Tom Chu
Carolyn Curtis
Blake Denison
Mary Ruth Erickson
Joachim Fruebis
Rohit Gupta
Chris Hinkel
Carol Ignacio
Audrey Keane
Leo Lee
Darryl Leon

Jay Lichter
Theresa Macaranas
Jennifer Nartker
Rod Norman
Jackie Piazzola
Aaron Scalia
Nik Schork
Bob Seay
Bo Skierczynski
Deborah Smeltzer
Geoffrey Tomlinson
Michael Torre
Yong-Min Yang
Frances Yen
Rad Zlatanov

From: Pascal Brandys
President, Genset Corporation

CC: Jonathan Burnham
Sylvie Goujon
Cecile Tharaud

Date: July 30, 1999

Re: Assignment of Inventions

As you know, when you first joined Genset Corporation (the "Company"), you signed a proprietary information and inventions agreement or employee agreement, which requires you to assign any and all inventions, and all related proprietary rights, to the Company or its designee. I would like to inform you that, effective immediately, the Company has designated Genset S.A. as the assignee of any such inventions and all related proprietary rights. This obligation to assign arises at the time the invention is made. The designation of Genset S.A. as the assignee shall remain in force until the Company names another designee.

Please acknowledge your receipt of this notice by signing and dating the attached copy of this notice in the space provided below and returning the copy to Judy Rosen. If you have any questions, please feel free to contact David Bradfute at extension 3015. Thank you for your cooperation.

Acknowledged:

Bihain

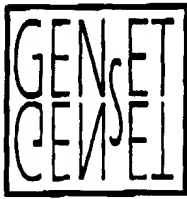
Print Name

[Signature]

Sign Name

9/11/99.

Date



EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of October 1, 1998, by and between GENSET CORPORATION, a California corporation (the "Company"), and Bernard Bihain, a Belgium Citizen (the "Employee").

RECITALS

A. The Employee wishes to enter into this Agreement with the Company as the Company's Vice President, Functional Genomics and a Proprietary Information and Inventions Agreement in substantially the form attached hereto as Exhibit A (the "Confidentiality Agreement").

B. The Company believes it is in its best interest to enter into this Agreement and the Confidentiality Agreement.

NOW, THEREFORE, it is mutually agreed as follows:

1. Commencement Date. The term of this Agreement shall commence as of October 1, 1998 (the "Commencement Date").

2. Services.

2.1 Duties and Responsibilities. The Employee shall act as Vice President, Functional Genomics ("VPFG") of the Company and its French affiliate Genset SA. The Employee shall devote the Employee's full working time and attention to the business of the Company, except that the Employee may devote reasonable amounts of time to personal business and investment activities and to civic, charitable and community activities, provided that such activities do not interfere with the services required to be

rendered to Company hereunder. The Employee will report directly to the Chief Executive Officer ("CEO") on all business matters and to the Chief Biology Officer ("CBO") on all research matters, or under certain circumstances, the Company's Board of Directors. The Employee's primary responsibilities will be to manage a functional genomics research program in the field of obesity and cardiovascular disease or any other disease as the Company may decide. In addition, the VPFG will participate to the elaboration of the research strategy of the Company and manage a research team.

2.2 Other Corporate Directorships. The Employee shall not serve as a director of any corporation without prior written approval of the Company.

2.3 Similar Business. The Employee shall not, directly or indirectly, during the term of this Agreement, render services for compensation to or for any person, firm, corporation, partnership or other entity which is engaged in a business similar to the Company's business, whether alone, as a partner or as an officer, director, employee, consultant or shareholder of any other corporation or as a trustee, fiduciary or other representative of any other entity.

3. Compensation.

3.1 Salary. For the faithful performance by the Employee of the Employee's obligations hereunder, the Company shall pay the Employee a base annual salary of \$140,000 to be paid in accordance with the Company's payroll practices (on a semi-monthly basis in arrears) commencing on the Commencement Date and continuing for the term of this Agreement, prorated for any partial compensation period. Such salary shall be subject to upward adjustment thereafter in accordance with the policies of the Company, as determined by its Board of Directors, in force from time to time.

3.2 Bonus. The Employee shall be eligible to participate in any cash or stock bonus plans established for the benefit of the Company's officers and employees.

3.3 Fringe Benefits. The Employee shall be entitled to all rights and benefits for which the Employee is eligible under the terms and conditions of the standard Company benefits and compensation practices which may be in effect from time to time and

provided by the Company to its employees generally. The Employee shall be entitled to a minimum of three weeks paid vacation per year to be taken at such time as may be approved in advance by the Supervisor and such vacation time may be increased as determined by the Chief Executive Officer of the Company.

3.4 Stock Option Plan. Subject to the approval of Genset SA's Board of Directors, the Employee shall be entitled to participate in Genset SA's Stock Option Plan in the amount and subject to the term and conditions attached hereto as Exhibit B. The Employee shall be entitled to participate further in the Stock Option Plan or such other stock option plan from time to time as determined by the Genset SA Board of Directors or the Compensation Committee of the Genset SA Board of Directors.

3.5 Reimbursement of Expenses. The Company shall reimburse the employee for all reasonable travel, entertainment and other expenses consistent with standard Company practices incurred or paid by the Employee in connection with, or related to, the performance of Employee's duties, responsibilities or services under this Agreement, upon presentation by the Employee of documentation, expense statements, vouchers, and such other supporting information as the Company may request.

3.6 Relocation Allowance. The Company will reimburse the Employee moving expenses up to \$ 26,000 upon presentation by the Employee of expenses statements.

4. Company's Authority. The Employee shall observe and comply with the rules and regulations of the Company respecting performance of the Employee's duties, and shall carry out and perform orders, directions and policies communicated to the Employee by the Company from time to time, either orally or in writing. Employee specifically understands that the Company shall have final authority over acceptance or refusal of any purchases or contracts made by Employee in conducting the business of the Company.

5. Employment Termination. The employment of the Employee by the Company pursuant to this Agreement shall terminate upon the occurrence of any of the following:

5.1. At the election of the Company, with cause, immediately upon written notice by the Company to the Employee. For the purposes of this Section 5.1, cause for termination shall be deemed to exist upon either (a) the conviction of the Employee of, or the entry of a pleading of guilty or nolo contendere by the Employee to, any crime involving moral turpitude that may reasonably be expected to have an adverse impact on the Company's reputation or standing in the community or any felony, or (b) willful misconduct in connection with the Employee's duties, or willful failure to perform the Employee's responsibilities in the best interest of the Company (including, without limitation, material breach by the Employee of this Agreement, the Confidentiality Agreement or the policies of the Company's employee handbook), except in cases involving the mental or physical incapacity or disability of the Employee. "Willful misconduct" and "willful failure to perform" shall not include action or inaction on the part of the Employee which were taken or not taken in good faith by the Employee;

5.2 Upon the death or thirty (30) days after the disability of the Employee. As used in this Agreement, the term "disability" shall mean the inability of the Employee, due to a physical or mental disability, for a period of one hundred eighty (180) days, regardless of whether consecutive, during any 360-day period to perform the services contemplated under this Agreement. In the event of a dispute, a determination of disability shall be made by a physician selected by the Company and a physician selected by the Employee, and these two together shall select a third physician, whose determination as to disability shall be binding on all parties;

5.3 At the election of the Employee, without "Good Reason" (as defined below), upon not less than thirty (30) days prior written notice of termination; or

5.4 At the election of the Company, without cause, upon not less than seven (7) days prior written notice or at the election of the Employee, with "Good Reason," upon not less than thirty (30) days prior written notice of termination. "Good Reason" shall include and be limited to the occurrence of (A) a material breach of this Agreement by the Company, (B) a change in the reporting responsibilities of the Employee to someone other than the Supervisor, or (C) substantial diminution of the Employee's responsibilities as defined in this Agreement.

6. Effect of Termination

6.1 Termination with Cause or at the Election of the Employee with Good Reason. In the event the Employee's employment is terminated for cause pursuant to Section 5.1, or at the election of the Employee pursuant to Section 5.3, the Company shall pay to the Employee the compensation and benefits otherwise payable to the Employee under Section 3 through the last day of the Employee's actual employment by the Company.

6.2 Termination for Death or Disability. If the Employee's employment is terminated by death or because of disability pursuant to Section 5.2, the Company shall pay to the estate of the Employee or to the Employee, as the case may be, the compensation which would otherwise be payable to the Employee up to the end of the month in which the termination of Employee's employment because of death or disability occurs.

6.3 Termination by Company without Cause or by Employee with Good Reason. If the Employee's employment is terminated by the Company without cause or by the Employee with Good Reason pursuant to Section 5.4, subject to this Section 6.3, the Company shall pay to the Employee the base salary, bonus compensation and medical benefits which would otherwise be payable to the Employee during the three (3) months following the Employee's termination.

In the event that the Employee secures alternative employment, any amounts received therefrom shall serve to offset, dollar for dollar, the amounts paid by the Company pursuant to this Section 6.3.

7. Miscellaneous:

7.1 Remedies. The Employee's duties under the Confidentiality Agreement shall survive termination of the Employee's employment with the Company. The Employee acknowledges that a remedy at law for any breach or threatened breach by the Employee of the provisions of the Confidentiality Agreement would be inadequate and the Employee therefore agree that the Company may be entitled to injunctive relief in case of any such breach or threatened breach.

7.2 Assignment of Rights. The rights of Employee under this Agreement shall not be assignable, voluntarily or involuntarily, by operation of law or otherwise, without obtaining the prior written consent of the Company.

7.3 Binding Agreement. Subject to Section 7.2, this Agreement shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, assigns and successors in interest of the parties hereto.

7.4 Notices. All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed to either party at the addresses set forth immediately below their respective signatures or to such other address as either party shall furnish to the other in writing in accordance herewith. Notice and communication shall be effective when actually received by the addressee or, if earlier, three (3) business days after being sent by the notifying party.

7.5 Governance. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

7.6 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7.7 Prior Agreements. All prior employment agreements, understanding and obligations, whether written, oral, express or implied, are terminated as of the Commencement Date of this Agreement and are superseded by this Agreement. This Agreement, the Confidentiality Agreement and all Exhibits attached hereto and executed concurrently herewith, if applicable, set forth the entire understanding between the Company and the Employee; there are no terms, conditions, representations, warranties or covenants other than those contained herein and therein.

7.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

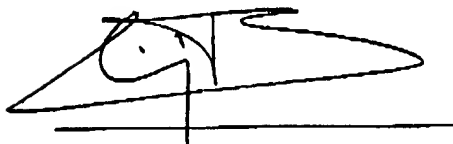
IN WITNESS WHEREOF, Company and Employee have executed this Agreement as of the day and year first above written.

GENSET CORPORATION
a California Corporation



Pascal Brandys, Chairman and Chief Executive Officer

Date: 7/22/1998



Bernard Bihain

Date: 8/12/1998

EXHIBIT B

Stock Option Plan for a total of 20,000 Ordinary Shares equivalent to 60,000 American Depositary Shares in four equal annual installments over four years. Detailed conditions to be determined by the Genset SA Board of Directors.

GENSET CORPORATION
EMPLOYEE PROPRIETARY INFORMATION
AND INVENTIONS AGREEMENT

In consideration of my employment or continued employment by **GENSET CORPORATION** (the "**Company**"), and the compensation now and hereafter paid to me, I hereby agree as follows:

1. NONDISCLOSURE

1.1 Recognition of Company's Rights; Nondisclosure. At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I will obtain Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at Company and/or incorporates any Proprietary Information. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns.

1.2 Proprietary Information. The term "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company. By way of illustration but not limitation, "Proprietary Information" includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "Inventions"); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information regarding the skills and compensation of other employees of the Company. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which is generally known in the trade or industry, which is not gained as result of a breach of this Agreement, and my own, skill, knowledge, know-how and experience to whatever extent and in whichever way I wish.

1.3 Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by an officer of the Company in writing.

1.4 No Improper Use of Information of Prior Employers and Others. During my employment by the Company I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

2. ASSIGNMENT OF INVENTIONS.

2.1 Proprietary Rights. The term “**Proprietary Rights**” shall mean all trade secret, patent, copyright, mask work and other intellectual property rights throughout the world.

2.2 Prior Inventions. Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on *Exhibit 1* (Previous Inventions) attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as “**Prior Inventions**”). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in *Exhibit 1* but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on *Exhibit 1* for such purpose. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company’s prior written consent.

2.3 Assignment of Inventions. Subject to Sections 2.4, and 2.6, I hereby assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company, or to a third party as directed by the Company, all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with the Company. Inventions assigned to the Company, or to a third party as directed by the Company, are hereinafter referred to as “**Company Inventions.**”

2.4 Nonassignable Inventions. This Agreement does not apply to an Invention which qualifies fully as a nonassignable Invention under Section 2870 of the California Labor Code (hereinafter "Section 2870"). I have reviewed the notification on *Exhibit 2* (Limited Exclusion Notification) and agree that my signature acknowledges receipt of the notification.

2.5 Obligation to Keep Company Informed. During the period of my employment and for six (6) months after termination of my employment with the Company, I will promptly disclose to the Company fully and in writing all Inventions of the Company authored, conceived or reduced to practice by me, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent applications related to any Inventions of the Company filed by me or on my behalf within a year after termination of employment. At the time of each such disclosure, I will advise the Company in writing of any Inventions that I believe fully qualify for protection under Section 2870; and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. The Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing to the Company pursuant to this Agreement relating to Inventions that qualify fully for protection under the provisions of Section 2870. I will preserve the confidentiality of any Invention that does not fully qualify for protection under Section 2870.

2.6 Government or Third Party. I also agree to assign all my right, title and interest in and to any particular Invention to a third party, including without limitation the United States, as directed by the Company.

2.7 Works for Hire. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101).

2.8 Enforcement of Proprietary Rights. I will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any

and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

3. **RECORDS.** I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Proprietary Information developed by me and all Inventions made by me during the period of my employment at the Company, which records shall be available to and remain the sole property of the Company at all times.

4. **ADDITIONAL ACTIVITIES.** I agree that during the period of my employment by the Company I will not, without the Company's express written consent, engage in any employment or business activity which is competitive with, or would otherwise conflict with, my employment by the Company. I agree further that for the period of my employment by the Company and for two (2) years after the date of termination of my employment by the Company I will not use any of the Company's Proprietary Information to (a) employ, hire or solicit any employee of the Company to leave the employ of the Company or (b) call on, solicit or take away, or attempt to call on, solicit or take away any past or current (as of the date of termination) customers or suppliers of the Company with respect to the same or similar business conducted by the Company as of the date of termination of my employment.

5. **NO CONFLICTING OBLIGATION.** I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

6. **RETURN OF COMPANY DOCUMENTS.** When I leave the employ of the Company, I will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination statement.

7. **LEGAL AND EQUITABLE REMEDIES.** Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

8. **NOTICES.** Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing.

9. NOTIFICATION OF NEW EMPLOYER. In the event that I leave the employ of the Company, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement.

10. GENERAL PROVISIONS.

10.1 Governing Law; Consent to Personal Jurisdiction. This Agreement will be governed by and construed according to the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in San Diego County, California for any lawsuit filed there against me by Company arising from or related to this Agreement.

10.2 Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

10.3 Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

10.4 Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

10.5 Employment. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.

10.6 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

10.7 Entire Agreement. The obligations pursuant to Sections 1 and 2 of this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be

charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

This Agreement shall be effective as of the first day of my employment with the Company, namely: _____, 2001.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT 1 TO THIS AGREEMENT.

Dated: _____

Signature

(Printed Name)

ACCEPTED AND AGREED TO:

GENSET CORPORATION

By: _____

Title: Vice President, Functional Genomics

875 Prospect Street, Suite 206
La Jolla, CA 92037

EXHIBIT 1

TO: Genset Corporation

FROM: _____

DATE: _____

SUBJECT: Previous Inventions

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my employment by Genset Corporation (the "Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

___ No inventions or improvements.

___ See below:

___ Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

	Invention or Improvement	Party(ies)	Relationship
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

___ Additional sheets attached.

EXHIBIT 2

LIMITED EXCLUSION NOTIFICATION

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and the Company does not require you to assign or offer to assign to the Company any invention that you developed entirely on your own time without using the Company's equipment, supplies, facilities or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company;

(2) Result from any work performed by you for the Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between the Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

I ACKNOWLEDGE RECEIPT of a copy of this notification.

By: _____

(Printed Name of Employee)

Date: _____

WITNESSED BY:

(Signature of Representative)

(Printed Name of Representative)

Dated: _____